

Patient Access & Flow “One Number” Protocol – South West LHIN - 2011

Patient Access & Flow “One Number” Protocol – South West LHIN

Improving access to care through collaboration

Letter of Agreement (“Agreement”)

This Agreement is made as of 29th day of April, 2011 and is valid for a two year period beginning on April 29th, 2011 and ending on March 31, 2013. It will be reviewed on an annual basis by the CEOs of the participating organizations through the South West LHIN/Hospitals and CCAC Leadership Forum (“Leadership Forum”).

The following Participating Organizations, through their CEOs, agree to voluntarily participate in, and follow the guidelines, protocols and procedures which have or may be developed to support the timely transfer of patients as defined in this Agreement.

- Alexandra Hospital
- Alexandra Marine & General Hospital
- Four Counties Health Services, Strathroy Middlesex General Hospital (collectively the “Middlesex Hospital Alliance”)
- Grey Bruce Health Services
- Hanover and District Hospital
- Listowel Memorial Hospital and Wingham and District Hospital (collectively the “Listowel Wingham Hospitals Alliance”)
- London Health Sciences Centre
- St. Joseph’s Health Care, London
- St. Thomas-Elgin General Hospital
- South Bruce Grey Health Centre
- South Huron Hospital Association
- South West Community Care Access Centre
- South West Local Health Integration Network
- Stratford General Hospital, Clinton Public Hospital, St. Marys Memorial Hospital, Seaforth Community Hospital (collectively the “Huron Perth Healthcare Alliance”)
- Tillsonburg District Memorial Hospital
- Woodstock General Hospital

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1. Guiding Principles

- a) Participating Organizations are committed to implementing a standardized protocol which will enable the efficient transfer of patients between hospitals as their care needs change
- b) Participating Organizations will endeavour to accommodate hospital care which meets patient care needs closest to home.
- c) The protocol will define system-wide procedures for patient transfer and repatriation
- d) Principles and processes will be applied consistently by all Participating Organizations
- e) Access to quality patient care that meets the patient’s health care needs will be a primary referral/transfer criterion

The purpose of this Agreement is to formalize the commitment of the Participating Organizations to voluntarily collaborate in fulfilling their roles and responsibilities with respect to the Hospital Patient Access & Flow Protocol (2010).

2. Scope of this Agreement

- a) This Agreement includes the hospitals and the CCAC that are located within the South West LHIN (LHIN 2). Other hospitals and CCACs outside of the South West LHIN may choose to adopt a similar protocol since patients move in and out of the South West LHIN for care, especially to and from the Erie St. Clair (LHIN 1) and the Waterloo Wellington LHIN (LHIN 3); however this is not within the current scope of this Agreement.
- b) This Agreement and the protocol apply to adults with physical health needs. Currently it does not apply to children or obstetrical cases or to people with acute psychiatric needs. There are also specific populations that have a pre-existing protocol that expedites access to care. This includes acute stroke patients. However, should there be merit in including other patient populations and this is agreed to by the Participating Organizations, this will be done by agreement of the Participating Organizations through a Schedule to this Agreement.

The commitment agreed to by each organization is outlined in detail below.

3. Role and Responsibilities of Participating Organizations

- a) To implement the Agreement as defined in collaboration with the Participating Organizations,
- b) To take responsibility for the roles of the Participating Organizations as outlined in this Agreement and its Schedules; namely,
 - i) To refer patients who are critically ill and those requiring emergent and urgent care, that cannot be served by the hospital at which they are located to the closest, most appropriate level of care they need to address their presenting health problem, using the agreed upon Hospital Patient Access & Flow protocol (Schedule “A”);
 - ii) To accept patients who are critically ill (require care within four hours) that cannot be served by the hospital at which they are located, provided the clinical expertise is available to meet the clinical needs of the patient;

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- iii) To accept patients who require emergent (require care within 4-24 hours) and urgent care (require care within 24-48 hours) that cannot be served by the hospital at which they are located, provided the clinical and organizational resources are available or can be made available, to meet the clinical needs of the patient;
- iv) To repatriate patients back to the hospital from which they were transferred, provided that hospital can meet their clinical needs, as soon as it is clinically appropriate to do so;
- v) To accept patients back to their home community hospital as soon as it is clinically appropriate to do so, provided the clinical resources are available to meet the patient’s health care needs and when this is not possible, to work collaboratively with other hospitals to facilitate the transfer of the patient to a suitable hospital, as close to home as possible or to another hospital if it is in the patients best clinical interests to do so;
- vi) To accept patients who are not from the home community hospital when to not do so would put access to care for critically ill patients at significant risk;
- vii) To use the standardized forms to facilitate the transfer of information as agreed upon (see Schedule “B” and Schedule “C”);
- viii) To collect and submit information that will support on-going monitoring and evaluation of the effectiveness of the patient access and flow protocol;
- ix) To participate in decision-making meetings with respect to the protocol including but not limited to opportunities to improve its effectiveness;
- x) To provide both organizational and clinical leadership to ensure the effective implementation of the protocol on an on-going basis, including the resolution of issues;
- xi) To assume on-going accountability for the role of the Participating Organizations as outlined in the Agreement and its Schedules;
- xii) To meet at least annually to address the status of the Agreement, changes that need to be made, and any other related matters that need to be addressed.

3. Role and Responsibilities of the London Health Sciences Centre (LHSC)

- a) Participating Organizations hereby agree that LHSC shall serve as the sponsoring organization for the purposes of managing funds collected to support the role of Regional Leader of the Patient Access and Flow protocol.
 - b) Participating Organizations, including LHSC, hereby agree that the legal and financial accountability for funds provided by the member partners and designated for use to support the Regional Manager role will be managed by LHSC according to the terms outlined in Schedule “E” – Service Agreement between LHSC and Participating Organizations in the Patient Access & Flow “One Number” Protocol – South West LHIN). LHSC in this role will also provide, as required, administrative support to the role (e.g., purchasing, accounting, personnel services) for a pre-determined fee. Funding for the Regional Leader and any other staff mandated to carry out activities defined by this

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Agreement will be provided by Participating Organizations as set out in the budget to this Agreement (see Schedule “D”).

- c) Administrative policies and procedures to be followed will comply with the policies and procedures of LHSC, except as otherwise stated in this Agreement and its Schedules. Operational responsibility for the funds shall reside with LHSC.
- d) As part of its role LHSC through the Regional Leader will provide annual reports on the operation and management of the protocol to the Participating Organizations. Additionally, LHSC will provide Participating Organizations with quarterly financial statements showing year-to-date against actual budget.
- e) LHSC, through the Regional Leader will support and sustain the development of an on-going collaborative relationship with the Participating Organizations.

4. Process Improvement

- a) In keeping with the nature of this protocol, steps will be taken to improve the process on an on-going basis. Process improvement will be informed by two critical pieces of information:
 - i) Quantitative data on the performance of the protocol especially in terms of compliance with the standards set out in the protocol and any other benchmarks that are developed.
 - ii) Qualitative information collected from users with respect to the protocol and their satisfaction with its functioning; including instances in which the protocol does not function as stated – especially for critically ill patients (life or limb) for whom system responsiveness is most important.
 - iii) Process improvement measures and actions may be taken at any time in the best interests of ensuring on-going process improvement to meet the needs of patients. This includes adding, deleting or amending any of the Schedules to this Agreement.
 - iv) Process improvement measures are to be reported to the Leadership Forum at least annually.

5. Legal and Risk Management Provisions of the Agreement

a) Indemnification

- i) Each of the Participating Organizations (“Indemnitor”) shall indemnify and hold harmless the other Participating Organizations (including its directors, officers, employees and agents) (“Indemnitee”) from and against any and all claims, demands, actions, causes of action, liability, losses, costs, damages, and expenses, including reasonable legal fees and disbursements, brought against or suffered by the Indemnitee as a result of:
 - (1) A breach by the Indemnitor of any of its obligations under this Agreement; and/or
 - (2) The negligence, willful misconduct or other tortuous act or omission of the Indemnitor or any person for whom it is responsible at law in the performance of its obligations under this Agreement.

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- ii) The Indemnitee shall provide prompt written notice of any claim that might give rise to such liability and, in the case of third party claims, shall cooperate in the defence of such claims. The indemnification obligations in this Agreement shall survive the termination or expiration of this Agreement.

b) Insurance

- i) During the term of this Agreement, each party shall purchase and maintain liability insurance in the amount of \$10,000,000. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. Each party shall notify the other party of any change, cancellation or expiration in coverage at least thirty (30) days prior to same. Each party will provide evidence of such insurance including Workplace Safety and Insurance Board (WSIB) coverage prior to the execution of this Agreement, and thereafter upon the reasonable request of the other parties. In the event of a workplace injury each party will cooperate to achieve optimal claim management. LHSC is responsible for WSIB coverage for its employees.

6. General

a) Area of Jurisdiction

- i) This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

b) Privacy and Confidentiality

- i) On signing this Agreement, the parties confirm that any information, regardless of format, obtained by any agent of either party will be kept confidential and secure. All parties must protect personal health information by making reasonable security arrangements against such risks as unauthorized access, use, disclosure, copying, modification or disposal.
- ii) On signing this Agreement, the parties confirm that they are fully compliant with requirements of both Ontario and Canadian Privacy laws, in that it will use the information strictly for the purposes agreed upon by the parties.
- iii) This Agreement confirms that both parties are authorized to audit the privacy policies and practices and security measures of each other at the discretion of either party, and on reasonable notice, to ensure compliance with this Agreement.

7. Survival

- a) The covenants with respect to Indemnification, Insurance, Privacy and Confidentiality will survive any termination of this Agreement regardless of the reason for such termination.

8. Terms

- a) The initial term of Agreement is effective as of April 1, 2011 to March 31, 2013. This Agreement will be automatically renewed on April 1 of each year.

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- b) Six months before the end of the second year of this Agreement, a decision will be made as to whether or not the Agreement will continue for an additional term as agreed upon by the Participating Organizations, including the continuation of the financial commitment.

9. Withdrawal

- a) Participating Organizations to this Agreement may withdraw from this agreement on the Anniversary date, and shall be required to provide at least ninety (90) days' notice of their intent to withdraw.
- b) For greater clarity: the withdrawal of an individual Participating Organization to this agreement shall not nullify the Agreement.
- c) Each Participating Organization has committed to the funding of the Regional Manager position for the duration of this agreement. Withdrawal from this Agreement shall not negate the financial commitment of the Participating Organization to the funding of this position.

10. Review of Terms

- a) The Terms of this Agreement will be reviewed annually by the Patient Access and Flow Steering Committee to assess whether any changes, if any, need to be made to the Agreement. Changes to the Agreement shall be approved by the CEOs of the Participating Organizations. Changes to the Schedules to this Agreement may be made at any time with the approval of the Patient Access and Flow Steering Committee.

11. Schedules to this Agreement

- a) Schedules to this Agreement may be developed at any time by the Patient Access and Flow Steering Committee. In keeping with the Guiding Principles of this Agreement, the Regional Manager will consult with and seek the advice of the Steering Committee and others as part of the process for developing schedules.
 - i) Schedule “A” - Patient Transfer Protocol (Parts A1, A2, A3 and A4)
 - ii) Schedule “B” - Patient Transfer Record
 - iii) Schedule “C” - Patient Repatriation Request Form
 - iv) Schedule “D” - Financial Agreement and Budget (D1) Cost Sharing Formula (D2)
 - v) Schedule “E” - Service Agreement between LHSC and Participating Organizations in the Patient Access & Flow “One Number” Protocol – South West LHIN

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12. Signatories to Agreement

Preamble

On behalf of the Participating Organization as Chief Executive Officer, having the authority to do so, I agree to the above statements with respect to the Patient Access and Flow Protocol – South West LHIN.

In doing so, Participating Organization acknowledges that it is entering into this Agreement voluntarily and with the Participating Organizations that are signatories to this Agreement.

SIGNATURE PAGE - 1 OF 2

ORGANIZATION	President and CEO	SIGNATURE	DATE
Alexandra Hospital	Tom McHugh		
Alexandra Marine & General Hospital	William Thibert		
Middlesex Hospital Alliance (Four Counties Health Services, Strathroy Middlesex General Hospital)	Mike Mazza		
Grey Bruce Health Services	Maureen Solecki		
Hanover and District Hospital	Katrina Wilson		
Listowel Wingham Hospitals Alliance (Listowel Memorial Hospital, Wingham and District Hospital)	Karl Ellis		
London Health Sciences Centre	Bonnie Adamson		
St. Joseph’s Health Care, London	Dr. Gillian Kernaghan		
St. Thomas Elgin General Hospital	Paul Collins		
South Bruce Grey Health Centre	Paul Davies		

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SIGNATURE PAGE - 2 OF 2

HOSPITAL	President and CEO	SIGNATURE	DATE
South Huron Hospital Association	Dr. Glenn Bartlett		
South West Community Care Access Centre	Sandra Coleman		
South West Local Health Integration Network	Michael Barrett		
Huron Perth Healthcare Alliance (Stratford General Hospital, Clinton Public Hospital, St. Marys Memorial Hospital, Seaforth Community Hospital)	Andrew Williams		
Tillsonburg District Memorial Hospital	Tom McHugh		
Woodstock General Hospital	Natasa Veljovic		