
**NORTH EAST LOCAL HEALTH INTEGRATION NETWORK
BOARD OF DIRECTORS**

MINUTES OF PROCEEDINGS

**Location: North East LHIN Office
555 Oak Street East, North Bay, ON**

Tuesday, October 24, 2006

CALL TO ORDER

Chair Mathilde Gravelle Bazinet called the meeting to order at 8:45 a.m.

ROLL CALL

Members in Attendance: Margaret Ashcroft, Vice-Chair (Sudbury)
 Kim Christianson (Hearst) - via teleconference
 Marc Dumont (Timiskaming Shores)
 Johanne Labonté (Timmins)
 Claus Ott (Elliot Lake)
 Dr. Donald Stemp (North Bay)
 Peter Vaudry (Sault Ste. Marie)

Absent with Regrets: Randy Kapashesit (Moose Factory)

Staff: David Murray, Chief Executive Officer
 Martha Auchinleck Sr. Consultant, Performance, Contract and
 Allocation
 Lianne Bettiol, Executive Assistant
 Richard Joly, Senior Director, Performance, Contracts and Allocation
 Roch Legros, Administrative Assistant
 Ann Matte, Senior Director, Planning, Integration and Community
 Engagement

DECLARATION OF CONFLICT OF INTEREST

No conflicts of interest were declared nor identified.

MINUTES OF PROCEEDINGS

{Motion}

Moved by Margaret Ashcroft Seconded by Dr. Donald Stemp,

That the Minutes of Proceedings for the Regular Board Meeting of Thursday, September 28 and Friday, September 29, 2006 be adopted as circulated.

(Carried)

AGENDA

The following items were added to the agenda:

- 14.0 In-Camera Session (re: recruitment of CEO and Sr. Director, Performance, Contracts and Allocation)
- 15.0 In-Camera Adjournment

BUSINESS ARISING FROM THE MEETING OF SEPTEMBER 28 & 29, 2006

Updated Organizational Chart

Ann Matte, Sr. Director of Planning, Integration and Community Engagement provided the Board of Directors with clarification on the Consultant titles. The positions were named and assigned by the Ministry for at least a one year duration.

Effective November 1 2006, Martha Auchinleck will be in the acting position of Sr. Director, Performance, Contracts and Allocation. Terry Tilleczek will be in the acting position of Sr. Director, Planning, Integration and Community Engagement.

Revision of Resolution FIN-3 – Signing Authority

Signing authorities have been changed to reflect positions rather than individuals.

Facilitate Role of Audit/Finance Committee

The Audit Committee held their first meeting on Monday, October 23, 2006.

Committee Members are as follows:

Peter Vaudry, Chair
Johanne Labonté
Claus Ott

The Committee identified the need to divide the financial and audit responsibilities into separate committees in order to avoid potential conflicts of interest.

An overview of the meeting was provided by Committee Chair, Peter Vaudry:

- Review of Terms of Reference Templates
- Review of LHIN Shared Services Office: Internal Control Review
- Fin-3, Delegation of Signing Authority for LHIN Operating Expenses
- Funding Framework from MOHLTC (HAPS & HAAS)
- Draft Financial Statements

The final draft Terms of Reference will be forwarded to the Board of Directors for approval at the Board meeting of Friday, November 24, 2006.

All members of the Board are welcome to attend Audit Committee Meetings.

Facilitate Role of Audit/Finance Committee (Continued)

The next Audit Committee meeting is scheduled on Thursday, November 23, 2006 in New Liskeard.

{Motion}

Moved by Peter Vaudry, Seconded by Claus Ott;

That the pre-amble Terms of Reference be approved as circulated.

{Carried}

LHIN Mission and Vision

Vice-Chair Margaret Ashcroft provided an update on the decision that was made at the Board of Directors meeting on September 28 & 29, 2006 in Elliot Lake.

This item will be deferred until after the Provincial Orientation Session for the 14 LHIN Boards of Directors being held in Toronto from November 1-3, 2006.

Community Care Access Centre – Parry Sound

A motion was passed at the Board of Directors meeting on September 28 & 29, 2006 as follows:

" That the Board approach the Ministry to ensure integrity of the funding flow and accountability, standards and reporting mechanisms for the West Parry Sound be through the North East LHINS as outlined in the Memorandum of Agreement."

{Motion}

Moved by Margaret Ashcroft, seconded by Dr. Donald Stemp,

That in addition to the Community Care Access Centre motion approved at the Board of Directors meeting on September 28 and 29, 2006, that the letter be signed by Chair Mathilde Gravelle Bazinet on behalf of the Board of Directors with copies sent to John McKinley, Assistant Deputy Minister and Norm MacIver, CEO, West Parry Sound Health Centre.

{Carried}

PRESENTATIONS

HAPS AND HAAS Background and North East LHIN's Approach to Addressing the Ministry's Wait Times Accountability

Richard Joly, Senior Director, Performance, Contracts and Allocation

The following was reviewed:

- Background
- Process
- Expectations
- Prioritization Framework
- Current Status
- Timelines

(HAPS and HAAS Continued)

- 2007/2008 Hospital Planning and Accountability Cycle
- Link Between the HAPS and the HAAS
- Indicators
- Accountability and the Journey Ahead
- Negotiating Team Members for the North East
- Corporate Team

HAPS/HAAS negotiation meetings with hospitals will occur at the end of November and North East LHIN staff will be observers for this year.

REPORT FROM THE CHAIR

Eileen Clarke, Legal Counsel joined the meeting via teleconference and provided an overview of the following:

Accountability Agreement

The 2007-2010 Accountability Agreement will resemble the current one.

The following sections were reviewed:

- Purpose of the Agreement
- Definitions
- Accountability of Each Party
- Performance Improvement
- General Information

Reference: Board Package, page 56 to 65

Memorandum of Understanding Agreement

The following sections were reviewed:

- Definitions
- Purpose and Principles
- Roles and Responsibilities
- Appointment of Board Members
- LHIN Governance and Administration
- Communications
- Review of the LHIN
- Term, Review and Amendment of the MOU
- Schedule A: List of Directives, Policies and Guidelines Applicable to the LHIN

Reference: Board Package, page 66 to 76

REPORT FROM THE CHAIR (CONTINUED)

Shared Services Agreement

The following sections were reviewed:

- Interpretation and General Provisions
- The Agreement
- The LHIN Shared Services Office (LSSO)
- Procurement and Contracting by the LSSO
- Reporting Requirements
- Confidentiality and FIPPA
- Dispute Resolution
- Termination, Expiry and Extension
- General Terms
- Schedule of LHIN Addresses and Representatives
- Management Committee Role and Obligations
- Existing Contracts
- Payment Schedule for 2006/2007

A recommendation was brought forward to Eileen Clarke from Board member Claus Ott. The North East LHIN recommends that a monthly report be provided to the LHIN Boards as oppose to quarterly. Eileen Clarke will bring the recommendation forward to the Working Group for review.

Eileen Clarke encourages the Board of Directors to bring forward any other concerns to her attention: eileen.clarke@lhins.on.ca. All concerns will be brought forward to the Working Group for recommendation to the Minister. (**Verify wording*)

Reference: Board Package, page 77 to 93

Conflict of Interest Policy

The following sections were reviewed:

- Purpose
- Definitions
- Overview, Application and Scope
- Avoiding Conflicts of Interest
- Duty to Disclose
- Post Service Restrictions
- Compliance
- Collection and Use of Information

Reference: Page 94 to 109

Conflict of Interest Policy (Continued)

{Motion}

Moved by Peter Vaudry, seconded by Marc Dumont that,

- a) The Memorandum of Understanding, the Accountability Agreement template, the Shared Services Agreement and the Conflict of Interest Policy - Part II, draft copies of which documents are attached to these resolutions, are approved in principle;*
- b) The Chair be authorized to execute the Memorandum of Understanding on behalf of the Corporation, provided that the execution copy of this agreement is substantially similar to the attached draft; and*
- c) The [Chair/CEO] be authorized to execute the Shared Services Agreement on behalf of the Corporation, provided that the execution copy of this agreement is substantially similar to the attached draft.*

That the Board consider the proposed draft Accountability Agreement, Memorandum of Understanding, Shared Services Agreement and Conflict of Interest Policy – Part II in a closed session pursuant to s s 9(5)(a) of the Local Health Systems Integration Act, 2006.

{Carried}

Reference: Board Package, page 113

Proclamation of OIC re: Open Board Meetings

Effective October 31, 2006, all Board of Directors and Committee meetings will be open to the public. Notice of meetings must be provided to the public in accordance with the Act and any policies established by the LHINs.

Reference: Board package, Page 110

Indemnification Agreements

The following was reviewed:

- Indemnification of the CEO

{Motion}

Moved by Johanne Labonté, seconded by Peter Vaudry that,

TO: CEO (hereinafter individually referred to as "you") of the North East Local Health Integration Network (the "LHIN"):

WHEREAS the LHIN has determined that it would be appropriate to indemnify the officers of the LHIN against any costs and expenses which they might incur as a result of legal proceedings arising from the good faith performance of their duties which might be commenced despite the immunity provision contained in section 35 of the Local Health System Integration Act, 2006 (the "Act");

NOW THIS AGREEMENT witnesses that in consideration of your agreement to serve as the Chief Executive Officer of the LHIN, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the LHIN and you hereby agree as follows:

1. *Subject to the terms hereof, the LHIN shall indemnify and hold harmless you and your heirs and legal personal representatives against and from any and all losses, costs, damages, expenses and liabilities of whatsoever kind, including amounts paid to settle an action or to satisfy a judgement and including all legal fees and other expenses (a "Claim" or collectively, the "Claims") which you may sustain or incur or become subject to by reason of your being or having been an officer of a LHIN or as a result of the execution or intended execution of your duties as an officer of a LHIN. This indemnity shall apply to Claims that refer to (a) the period after March 28, 2006 (the date of Royal Assent of the Act); (b) during which you were an officer of the LHIN and (c) of which notice is received in accordance with paragraph 3, either during or after the period when you were an officer of the LHIN.*

2. *You shall not be entitled to an indemnity with respect to Claims:*

(a) arising from any circumstances for which coverage is provided under an insurance policy or claims fund to the extent that you are indemnified or covered under such policy or fund;

(b) in which you did not act honestly and in good faith with a view to the best interests of the LHIN;

(c) brought about or contributed to by your wilful misconduct, gross negligence or failure to act within the scope of your duties as an officer of the LHIN;

(d) brought by Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care (the "Province") or the LHIN; or

(e) arising from a criminal or administrative action or proceeding that is enforced by a monetary penalty where you knew or ought to have known that your conduct was unlawful.

3. *In order to be entitled to indemnification hereunder, you must comply with the following terms and conditions:*

(i) if you receive a notice of Claim or Claims, whether actual or threatened, you shall forthwith deliver to the LHIN and the Province (through the Director of Legal Services of the Ministry of Health and Long-Term Care) a notice setting forth in reasonable detail all available particulars of the Claim;

(ii) upon the written request of the LHIN or the Province, you shall furnish to the LHIN or the Province copies of all documents and provide any other information relating to the Claim(s) that is in your possession or under your control;

(iii) you shall take all reasonable steps necessary to secure and preserve your rights in respect of the Claim(s) and, to the extent that you have a right to commence a proceeding against another person (whether for damages or indemnification or otherwise) in respect of a matter for which you claim indemnification from the LHIN hereunder, you shall assign that right to the LHIN or the Province and subrogate the LHIN or the Province to that right to the extent of the amounts paid by the LHIN or the Province or for which the LHIN or the Province is liable hereunder;

- (iv) *the LHIN or the Province shall have the right to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof and in no event shall you negotiate, settle, compromise or pay the Claim(s) without the prior written consent of the Province;*
- (v) *if the LHIN or the Province elects to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, you shall cooperate fully with the LHIN or the Province in connection with the same, and you shall agree to be represented by legal counsel chosen by the Province, unless, in the opinion of such legal counsel, there would arise a conflict of interest preventing such legal counsel from representing you, and, where it is such legal counsel's opinion that a conflict of interest prevents their representing you, you will be entitled, subject to the LHIN or the Province's prior written approval, to retain legal counsel of your choice (it being understood that the LHIN or the Province may withhold its approval in relation to any counsel proposed by you who does not agree to retainer terms, including fees, consistent with the policies of the Ministry of the Attorney General of Ontario), and the fees and expenses of your counsel incurred in your representation shall be costs to which this indemnity extends;*
- (vi) *if the LHIN or the Province is not also a party to the Claim, you shall consent to any order or leave that may be required for the LHIN or the Crown to be added as a party or to be allowed to make representations on its own behalf without being a party; and*
- (vii) *the expenses incurred by you in investigating, defending or appealing any Claim(s) shall, at your request, be paid by the LHIN or the Province as may be appropriate to enable you to properly investigate, defend or appeal such Claims(s), with the understanding that if it is ultimately determined that you are not entitled to be indemnified hereunder, you shall immediately repay such amount(s) so paid.*

4. *This agreement shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any claims, disputes or questions arising out of or in relation to this agreement shall be submitted to the jurisdiction of the courts of the Province of Ontario.*

{Carried}

Reference: *Board package, page 114 to 115*

The following was reviewed:

- *Indemnification of every officer*

{Motion}

Moved by Kim Christianson, seconded by Claus Ott that,

TO: Every officer (hereinafter individually referred to as "you") of the North East Local Health Integration Network (a "LHIN");

WHEREAS the LHIN has determined that it would be appropriate to indemnify the officers of the LHIN against any costs and expenses which they might incur as a result of legal proceedings arising from the good faith performance of their duties which might be commenced despite the immunity provision contained in section 35 of the Local Health System Integration Act, 2006 (the "Act");

NOW THIS AGREEMENT witnesses that in consideration of your agreement to serve as an officer of a LHIN, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the LHIN and you hereby agree as follows:

1. *Subject to the terms hereof, the LHIN shall indemnify and hold harmless you and your heirs and legal personal representatives against and from any and all losses, costs, damages, expenses and liabilities of whatsoever kind, including amounts paid to settle an action or to satisfy a judgement and including all legal fees and other expenses (a "Claim" or collectively, the "Claims") which you may sustain or incur or become subject to by reason of your being or having been an officer of a LHIN or as a result of the execution or intended execution of your duties as an officer of a LHIN. This indemnity shall apply to Claims that refer to (a) the period after March 28, 2006 (the date of Royal Assent of the Act); (b) during which you were an officer of the LHIN and (c) of which notice is received in accordance with paragraph 3, either during or after the period when you were an officer of the LHIN.*

2. *You shall not be entitled to an indemnity with respect to Claims:*

(a) arising from any circumstances for which coverage is provided under an insurance policy or claims fund to the extent that you are indemnified or covered under such policy or fund;

(b) in which you did not act honestly and in good faith with a view to the best interests of the LHIN;

(c) brought about or contributed to by your wilful misconduct, gross negligence or failure to act within the scope of your duties as an officer of the LHIN;

(d) brought by Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care (the "Province") or the LHIN; or

(e) arising from a criminal or administrative action or proceeding that is enforced by a monetary penalty where you knew or ought to have known that your conduct was unlawful.

3. *In order to be entitled to indemnification hereunder, you must comply with the following terms and conditions:*

(i) if you receive a notice of Claim or Claims, whether actual or threatened, you shall forthwith deliver to the LHIN and the Province (through the Director of Legal Services of the Ministry of Health and Long-Term Care) a notice setting forth in reasonable detail all available particulars of the Claim;

(ii) upon the written request of the LHIN or the Province, you shall furnish to the LHIN or the Province copies of all documents and provide any other information relating to the Claim(s) that is in your possession or under your control;

(iii) you shall take all reasonable steps necessary to secure and preserve your rights in respect of the Claim(s) and, to the extent that you have a right to commence a proceeding against another person (whether for damages or indemnification or otherwise) in respect of a matter for which you claim indemnification from the LHIN hereunder, you shall assign that right to the LHIN or the Province and subrogate the LHIN or the Province to that right to the extent of the amounts paid by the LHIN or the Province or for which the LHIN or the Province is liable hereunder;

- (iv) *the LHIN or the Province shall have the right to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof and in no event shall you negotiate, settle, compromise or pay the Claim(s) without the prior written consent of the Province;*
- (v) *if the LHIN or the Province elects to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, you shall cooperate fully with the LHIN or the Province in connection with the same, and you shall agree to be represented by legal counsel chosen by the Province, unless, in the opinion of such legal counsel, there would arise a conflict of interest preventing such legal counsel from representing you, and, where it is such legal counsel's opinion that a conflict of interest prevents their representing you, you will be entitled, subject to the LHIN or the Province's prior written approval, to retain legal counsel of your choice (it being understood that the LHIN or the Province may withhold its approval in relation to any counsel proposed by you who does not agree to retainer terms, including fees, consistent with the policies of the Ministry of the Attorney General of Ontario), and the fees and expenses of your counsel incurred in your representation shall be costs to which this indemnity extends;*
- (vi) *if the LHIN or the Province is not also a party to the Claim, you shall consent to any order or leave that may be required for the LHIN or the Crown to be added as a party or to be allowed to make representations on its own behalf without being a party; and*
- (vii) *the expenses incurred by you in investigating, defending or appealing any Claim(s) shall, at your request, be paid by the LHIN or the Province as may be appropriate to enable you to properly investigate, defend or appeal such Claims(s), with the understanding that if it is ultimately determined that you are not entitled to be indemnified hereunder, you shall immediately repay such amount(s) so paid.*
4. *This agreement shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any claims, disputes or questions arising out of or in relation to this agreement shall be submitted to the jurisdiction of the courts of the Province of Ontario.*

{Carried}

Reference: Page 116 to 118

Board Chair's Activities

- September 16, 2006 – Presented at the “Municipalités francophones de l'Ontario's” Annual General Meeting in Hearst with Kim Christianson, Hearst, ON
- October 10, 2006 – Superior General of Sisters of St. Joseph's Motherhouse, North Bay, ON
- October 12, 2006 – Conflict of Interest Working Group, Teleconference.
- October 18, 2006 – Deputy Minister, Ron Sapsford, Toronto, ON.
- October 19, 2006 – Chair's Meeting, Toronto, ON.

Board Members' Activities

Margaret Ashcroft, Vice Chair

- September 13, 2006 – Announcement from the Minister re: Ribbon Cutting of the new nursing simulation lab at Cambrian College, Sudbury, ON.
- September 13, 2006 – Announcement from the Minister at the Northern Ontario Medical School (NOSM) Sudbury, ON.
- September 25, 2006 – Attended an open house at the Alzheimer's Society, Sudbury, ON.
- October 4, 2006 – Joint Presentation was made with the North West LHIN's Chair and CEO at the Northern Ontario Medical School (NOSM), Sudbury, ON.

Kim Christianson

- September 16, 2006 - Attended "Municipalités francophones de l'Ontario's" Annual General Meeting with Chair Mathilde Gravelle Bazinet. The group provided some positive feedback and are supportive of the LHIN, Hearst, ON

Dr. Donald Stemp

- October 18, 2006 – Dr. Donald Stemp met with the North Bay and District Medical Association, North Bay, ON

REPORT FROM THE CHIEF EXECUTIVE OFFICER

The CEO report will be appended to the minutes of proceedings.

REPORT FROM PERFORMANCE, CONTRACTS AND ALLOCATION PORTFOLIO

Q2 Financial Statement

Martha Auchineleck, Sr. Consultant, Performance, Contracts and Allocation and Ryan Jeffers, Controller, Business Support Manager provided an overview of the new audit templates.

The CEO notified the Board of Directors that there is a concern with the travel figure. At the previous CEOs meeting, the Assistant Deputy Minister's Office announced that there will be an increase to the base travel for the next fiscal for community engagement activities

{Motion}

Moved by Claus Ott, seconded by Johanne Labonté,

That the North East LHIN Q2 Financial Report be approved as presented.

{Carried}

REPORT FROM PLANNING, INTEGRATION AND COMMUNITY ENGAGEMENT PORTFOLIO

An overview of the following items was provided by Ann Matte, Sr. Director, Planning, Integration and Community Engagement:

- Proposed Media Strategy for the North East LHIN IHSP Launch
Reference: Board Package, Page 128
- Provincial Health System Strategic Plan
Reference: Board Package, Page 129

The IHSP will be submitted to the Ministry the week of October 30, 2006.

IN-CAMERA SESSION

{Motion}

Moved by Margaret Ashcroft, seconded by Peter Vaudry, that the Board meet in-camera at 12:20 p.m.

(Carried)

IN-CAMERA SESSION ADJOURNMENT

{Motion}

Moved by Margaret Ashcroft, seconded by Dr. Donald Stemp, that the in-camera session be adjourned at 12:50 p.m.

(Carried)

ADJOURNMENT

Moved by Marc Dumont, seconded by Johanne Labonté that the regular Board of Directors meeting of Tuesday, October 24, 2006 be adjourned at 12:55 p.m.