

ACCOUNTABILITY AGREEMENT

Made effective this 1st day of April, 2022.

Between:

The Government of Manitoba as represented by the Minister of Health
(“Manitoba”)

and

Southern Health-Santé Sud
(the “HA”)

Preamble

WHEREAS:

- A. *The Health System Governance and Accountability Act* (formerly known as *The Regional Health Authorities Act*) and this Accountability Agreement (Agreement) are the key elements of the accountability framework between Manitoba and Service Delivery Organizations (SDOs), including the HA.
- B. The Agreement identifies the strategic priorities for the health system approved by Manitoba as set out in Schedule A, and reflects the continued evolution of the responsibilities of SDOs, including the HA, in the delivery of services within the health system in Manitoba. It recognizes that Manitoba, the HA, the other SDOs, and the Service Providers (defined below) each have a joint responsibility to work together and be accountable to achieve better health outcomes for Manitobans, and to oversee the effective use of public funds in a fiscally sustainable manner.
- C. Manitoba acknowledges its responsibility and obligation to establish and communicate priorities for the health system as a whole.
- D. The HA may enter into service purchase agreements with Service Providers (defined below) to deliver health services in a manner that is consistent with this Agreement.
- E. This Agreement acknowledges and supports Manitoba in ensuring there is appropriate scrutiny of health services delivery and fiscal management by the SDOs.
- F. This Agreement addresses the SDOs’ expectations regarding promoting health equity and respecting the diversity of communities in the planning, design, delivery, and evaluation of services.

- G. A number of key initiatives have been introduced to achieve the vision set forth by Manitoba and to support the continued transformation of the health system in Manitoba. The parties will continue to work with other SDOs and Service Providers to enhance joint planning and coordination within and among SDOs, Health Corporations, Health Care Organizations and Health Care Providers and ensure alignment with current provincial strategies, including:
- The Clinical and Preventive Services Plan
 - The Provincial Health Human Resources Plan
 - Manitoba's Quality and Learning Framework
 - The Provincial Health Capital Plan
 - The Health System Transformation Guiding Principles

NOW THEREFORE THE PARTIES AGREE:

1. Purpose and Duration of the Agreement

- A. This Agreement is required pursuant to subsection 43.1(1) of The Health System Governance and Accountability Act. Pursuant to this legislation, it is the responsibility of the HA to administer and deliver or provide for the delivery of health services to its service population, within the context of a provincial health system, and to meet established performance requirements. This agreement is intended to build on the accountability framework for the HA relating to its responsibilities established under the Act consistent with the goals of:
- improving the health outcomes of Manitobans;
 - improving the patient's experience of care;
 - improving the workforce's experience of providing care; and
 - reducing the cost of care in Manitoba.
- B. The scope of this agreement includes:
- Explicit accountabilities aligned to those identified in the Act.
 - Defined roles, responsibilities and expectations for Manitoba and the HA.
 - Delineation of the health services that will be procured from the HA and the model of funding.
 - Pre-determined performance expectations and aligned measures of performance to drive achievement of desired outcomes.
 - Issues escalation processes.
- C. Manitoba and the HA shall fulfill their respective obligations set out in the Schedules in accordance with the agreement.
- D. The Agreement commences on the Effective Date and continues to be in effect unless terminated in accordance with this Agreement (the "Term"). This Agreement shall remain in effect until such time as it is replaced with another Agreement. In the event a new Agreement is to be executed, Manitoba shall provide to the HA written notice of ninety (90) days.

- E. The Schedules to this Agreement will be reviewed and amended as required on an annual basis. Any disputes regarding the Schedules shall be resolved using the Issue Escalation process outlined herein.
- F. If a provision of this Agreement is inconsistent or in conflict with a provision of the Act, the Act prevails to the extent of the conflict or inconsistency.
- G. Any amendment to a Schedule will be signed and appended to this Agreement.
- H. The following Schedules are incorporated into and form part of this Agreement:
 - Schedule A: Services, Performance & Reporting
 - Schedule B: Funding Directives & Allocations
 - Schedule C: HAs Mission, Vision and Values
 - Schedule D: Shared Services

2. Governing Principles for Working Together

- A. The following principles will serve as the framework for the working relationship between the parties:
 - Serving all Manitobans
 - Commitment of both parties to a provincial health system perspective, with individual organizations recognizing their direct and indirect contributions to collective success.
 - Seek to improve the co-ordination of care between and within organizations in the health care system, to support all Manitobans in accessing timely care in the appropriate setting, at the appropriate level of service.
 - Consideration of the Government of Manitoba's commitment to reconciliation, guided by the call to action of the Truth and Reconciliation Commission and the principles set out in the United Nations Declaration on the Rights of Indigenous Peoples.
 - Collaboration
 - Consistent and respectful engagement and communication.
 - Robust processes and mechanisms to support dynamic working relationships and build strong coalitions for delivering system change.
 - Transparency
 - Openness and honesty between both parties, and with the public.
 - Support efforts to continually build capacity, share knowledge, collectively solve problems and discuss successes and challenges.
 - Open and purposeful conversations about why and how decisions are made.

- Accountability
 - Shared accountability for improvement in overall health system performance.
 - Improvement efforts that are responsive, results-oriented and data-driven.
 - Clear expectations and reporting processes related to measuring success and outcomes in health services.
 - Strong governance and management practices by SDOs.

- Stewardship
 - Responsible use and care for public resources, with a view of both organizational and provincial short- and longer-term priorities.
 - Decision-making and planning processes based on objective criteria and performance measures, to ensure that public funds are spent appropriately and responsibly.

- Learning and Innovation
 - Nurture knowledge sharing between the parties and foster continuous improvement in health services delivery.
 - Recognize a responsibility by both parties to support and encourage innovation in the healthcare system.
 - Remain open to unique solutions and interventions in order to achieve the stated aims.
 - Recognize the need for, and participate in strategic change to better align health services delivery to meet the needs of Manitobans and commit sustained efforts to improve the manner in which the provincial system operates.

3. Definitions

- “Act” means *The Health System Governance and Accountability Act*, as amended from time to time.
- “Agreement” means this agreement.
- “Cancer Authority” or “CA” means the cancer authority established or designated under the Act.
- “CEO” means the Chief Executive Officer of the HA appointed by the Board of the HA in accordance with section 21 of the Act.
- “Clinical and Preventive Services Plan” means a provincial clinical and preventive services plan prepared by the PHA and approved by the Minister.
- “Clinical Standards” means those clinical standards established and updated by the PHA, Manitoba or the Cancer Authority.
- “Commissioning” means the process of planning, monitoring and evaluating to improve services. It is the means of investing in the health of individuals and the means of leveraging improvements in the health system, so it delivers better outcomes and experiences for patients.
- “Department” means the Department of Health.
- “FIPPA” means *The Freedom of Information and Protection of Privacy Act* (C.C.S.M. c.F175).
- “Governing Principles” means the principles set out in section 2 of this Agreement.

- “Government” means the Government of Manitoba, and each of its departments.
- “Health Authority (HA)” means Southern Health-Santé Sud.
- “Health Care Organization” means a person or group of persons that delivers health services, but does not include a SDO, Health Corporation or Health Care Provider.
- “Health Care Provider” means
 - (a) a duly qualified medical practitioner who receives funding or payment, including payment by way of fee for services rendered or salary, from a SDO or the Government for the provision of health services, and
 - (b) any other individual who
 - (i) is employed by a SDO, or by a Health Care Organization or Health Corporation, to provide health services,
 - (ii) is under contract to a SDO, or a Health Care Organization or Health Corporation, to provide health services, or
 - (iii) receives funding or payment from the Government for the provision of health services.
- “Health Corporation” means
 - (a) the board of a health and social services district established under *The District Health and Social Services Act*,
 - (c) a corporation, other than a SDO, which owns, operates or maintains a hospital or personal care home, and
 - (d) the Women’s Health Clinic Inc.
- “Minister” means the Minister of Health or the Minister’s delegate.
- “Patient” means an individual residing in a health facility or receiving health services provided or funded by a SDO, a Health Corporation, a Health Care Organization or the Government.
- “Personal health information” means personal health information as defined in *The Personal Health Information Act*.
- “PHIA” means *The Personal Health Information Act* (C.C.S.M. c.P33.5).
- “Prescribed Standards” means standards prescribed by the Minister by regulation under the Act respecting the provision of health services.
- “Provincial Administrative and Support Services” means the administrative and support services the PHA is to administer, deliver or provide for, as determined by the Minister under subsection 3(2) of the Act.
- “Provincial Health Authority” or “PHA” means the provincial health authority established or designated under the Act.
- “Provincial Health Capital Plan” means a provincial capital health plan prepared by the PHA and approved by the Minister.

- “Provincial Health Human Resources Plan” means a plan prepared by the PHA and approved by the Minister respecting human resource requirements for the delivery of health services in Manitoba as set out in the provincial clinical and preventive services plan and in this Act, including workforce planning, labour relations and recruitment and retention of health care providers and other professionals.
- “Provincial Health Services” means the health services the PHA is to administer, deliver or provide for, as determined by the Minister under subsection 3(2) of the Act.
- “Provincial Plans” means the Clinical and Preventive Service Plan, the Provincial Health Capital Plan, and the Provincial Health Human Resources Plan.
- “Regional Administrative and Support Services” means the administrative and support services, which are to be administered, delivered or provided for by the HA in its health region, as determined by Manitoba under subsection 3(2) of the Act.
- “Regional Health Authority” means a regional health authority established or continued under the Act.
- “Service Delivery Organization” or “SDO” means any of the following:
 - (i) the Provincial Health Authority,
 - (ii) the Cancer Authority,
 - (iii) a Regional Health Authority;
- “Services” means the services and deliverables described in Schedule “A” attached hereto, as well as any other services required by legislation to be provided by the HA.
- “Service Provider (SP)” means a Health Corporation or Health Care Organization.
- “Service Purchase Agreement” or “SPA” means a contract entered into by the HA with a Service Provider for the provision of health services.
- “Strategic and Operational Plan” means a plan developed by the HA and approved or amended in accordance with section 24 of the Act.

4. Accountability Framework

- A. The HA will comply with the Act, including carrying out its responsibilities and duties under the Act, and any other legislation that is applicable to it, including, without limitation, *The Health Services Insurance Act*, PHIA and FIPPA.
- B. In accordance with the Act, the Minister may issue to the HA policies, directives and guidelines and the HA shall comply with any policies, directives and guidelines issued under the Act.
- C. Manitoba will act as the commissioner of health services from the SDOs, including the HA.
- D. The commissioning process undertaken by Manitoba and the HA will include the following:
 - Definition of the current state in terms of the health needs of a population, the desired outcomes, the existing health experiences and overall financial sustainability being achieved in the health system.

- Determination of whether there is a need for change or intervention due to health inequalities or deficits in outcomes, future health risks and finances.
- Setting out the strategic narrative and plans for the transition from the current to the future state of the health system. This includes making tactical and evidence-based decisions about how to intervene and which change lever to use.
- Understanding how to orchestrate change and deploy the right change lever appropriately and successfully.
- Monitoring and evaluation to ensure that when change is executed, the change levers work as intended and the desired outcomes are achieved and sustained.

(PHA only) The HA has delegated authority under the Act to develop for the approval of the Minister a provincial clinical and preventive services plan, a provincial health human resources plan and a provincial health capital plan, and updates to those plans, which will be developed in accordance with the policies and guidelines issued by Manitoba.

(CA only) The HA has designated authority under the Act to administer and deliver, or provide for the delivery of, health services and public education relating to the prevention, diagnosis and treatment of cancer throughout the province, and to facilitate or conduct cancer research.

- E. The HA will work with Manitoba, as well as clinical leaders, and other Service Providers providing health services on behalf of the HA or funded by the HA to achieve and accelerate provincial and regional priorities and strategies in accordance with the HA's approved Strategic and Operational Plan. The Department and the HA recognize that issues may arise relating to the provision of the health services funded by the HA that will require joint Manitoba-HA problem-solving, decision making and action.
- F. The HA may contract with Services Providers for the provision of the health services that are commissioned by Manitoba. Any operating agreement or service purchase agreement entered into by the HA with a Health Care Organization or Health Corporation for the provision of health services must be in a form approved by the Minister. Further, the HA is encouraged to inform Manitoba of non-compliance by a Service Provider that has not been resolved to the HA's satisfaction through the processes outlined in the service purchase agreement, as soon as reasonably possible.

5. Performance

- A. Both Parties will follow a proactive and responsive approach to performance improvement based on the following expectations:
 - Better access to high quality, patient-centred services;
 - Prudent financial management of public healthcare resources;
 - Strengthened transitions in care across the entire patient journey;
 - Health care delivery in the most appropriate care setting by the most appropriate Health Care Provider;
 - An orientation to constructive problem-solving as part of issue escalation process; and
 - Aligning performance improvement with risk management mitigation.

- B. Both parties will work collaboratively to improve provincial health system and HA level performance, including participation in designated forums and the use of a provincial dashboard to focus performance improvement.
- C. The HA will participate in provincial reviews of performance indicators/measures to ensure metrics best reflect provincial health system and HA priorities and effectively support the advancement of performance improvement.
- D. The HA will ensure that the performance of its contracted Service Providers is aligned to the performance expectations identified in Schedule A.
- E. The HA is responsible for managing and allocating funding provided by Manitoba for the Services in accordance with the Act and any other applicable Acts, and in accordance with this Agreement.
- F. The HA will operate within the annual budget allocated to it by Manitoba. In program planning, the HA must address the provincial expectation to redirect Services as appropriate and continue to deliver Services within the funding level provided without affecting the delivery of Services.
- G. Unless otherwise agreed to by Manitoba in writing and approved by Manitoba, the HA will use all funding received pursuant to this Agreement as set out in Schedule B, to provide the Services.
- H. In the circumstances where the HA is in receipt of approved directed incremental funding as it relates to items specifically intended also for a Service Provider, such as wage increases, the commensurate amount will be passed along to the Service Provider. In such circumstances, the HA will ensure that the Service Provider utilizes the incremental funding as directed and intended.
- I. A request by the HA for funding from Manitoba in excess of its allocated annual budget for unexpected costs, and the receipt of such funding by the HA, does not constitute non-compliance with this Agreement.
- J. Funding provided by the HA for salaries of the executive management of Health Care Organizations and Health Corporations will be in accordance with guidelines approved by Manitoba.
- K. Manitoba's written approval is required before the HA assumes any debt or payment obligations from a foundation or other third party.
- L. The HA will not enter into any contractual agreement that may have a material impact on its operating costs and may lead to additional funding requests from Manitoba, without prior consultation and approval from Manitoba.

- M. The HA will collaborate as often as is required with Manitoba, and the other SDOs to ensure that the HA is meeting its performance management and outcomes related to the Services as set out in Schedule A. This will include but not be limited to:
- The HA will participate in the provincial performance management process.
 - The HA's dashboard will align to the provincial dashboard.
 - Manitoba will regularly review with the HA the progress made on the HA's performance and outcomes.
- N. In accordance with the Act, the Minister may issue to the HA policies, directives and guidelines related to financial accountability and management and the HA shall comply with any policies, directives and guidelines issued.
- O. The HA will develop internal improvement plans and report to Manitoba as set out in Schedule A.
- P. The HA must comply with the reporting requirements set out in Schedule A. In the event that there is a new reporting requirement, the HA and Manitoba will work together to ensure the requirements are appropriately implemented, including the consideration of any financial or operational impact in achieving the reporting requirement.

6. Shared Services

SDOs, including the HA, will receive provincial administrative and support services as described in the Act and as delivered by the PHA and Manitoba (defined as "Shared Services" as set out and described in Schedule D).

(PHA only) The HA will be responsible to provide Shared Services to the SDOs and to Service Providers as set out and described in Schedule D.

7. Issue Escalation Process

- A. Subject to clauses 7(D) and (F), in the event of a dispute or issue that arises in connection with any provisions of this Agreement, representatives of both Parties will meet to discuss and work to resolve the issue or dispute in accordance with the Governing Principles.
- B. If the matter cannot be resolved within sixty (60) days of the first meeting and discussion on the dispute or issue between the Parties, the issue will be referred to the Minister for resolution.
- C. Any non-compliance with this Agreement by the HA is a failure by the organization to properly carry out its responsibilities, perform its duties or exercise its powers under the Act.
- D. In the event that Manitoba identifies that the HA is non-compliant with this Agreement, Manitoba will provide written notice of the non-compliance to the HA. The notice will include a description of the non-compliance.

- E. Both Parties will meet within 30 days of the date of the notice of non-compliance with this Agreement to discuss:
- a) The particulars of the non-compliance and its root causes;
 - b) Policy issues that the HA feels impact its ability to comply with this Agreement; and
 - c) How the non-compliance is to be remedied, which may include, but is not limited to one or more of the following:
 - An independent investigation or operational review of the HA be undertaken;
 - An HA developed plan to achieve compliance with this Agreement in the form directed by Manitoba to be submitted for approval by Manitoba within the time directed by Manitoba;
 - Regular reports to Manitoba on the implementation of the approved compliance plan; and,
 - Regular Manitoba-HA meetings to address issues arising in the implementation of the approved compliance plan.
- F. If the Minister determines that
- a) the HA has not properly implemented an approved compliance plan or taken any other action to remedy the non-compliance directed by Manitoba;
 - b) the HA has not complied with the Act;
 - c) the health and safety of patients receiving health services from the HA or residents in health care facilities operated by the HA is threatened; or
 - d) it is in the public interest to do so,

the Minister may exercise any of the authority provided to the Minister under the Act, including issuing directions to the HA and appointing an official administrator to act in the place of the HA and its board.

- G. Notwithstanding any provision of this Agreement, if there is any inconsistency or conflict between a provision of this Agreement and a Ministerial directive, the Ministerial directive shall prevail to the extent of the inconsistency or conflict.

8. General

- A. Any amendment to the Agreement will only be effective if it is in writing and signed by the authorized representative(s) of each party.
- B. Both Parties agree to review and update the Schedules annually, or as necessary to better reflect the Primary Purpose.
- C. The HA will not assign any duty, right or interest under the Agreement without the written consent of the Minister.
- D. Each Schedule applies to the fiscal year or the time period specified, and remains in force until such time as it is replaced or amended. Some of the performance obligations in a Schedule may apply only to one Fiscal Year, as stated in that Schedule.

E. Each party will communicate with each other in writing about matters pertaining to the Agreement through the following persons:

▪ Manitoba at:

Silvester Komlodi
Associate Deputy Minister
Performance and Oversight Division, Manitoba Health
2035-300 Carlton Street
Winnipeg, MB R3B 2K6
Silvester.Komlodi@gov.mb.ca
204-794-1282

▪ HA at:

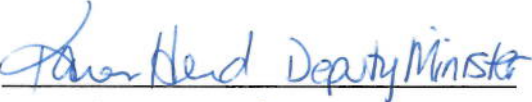
Jane Curtis
Chief Executive Officer/ Directrice générale
Southern Health-Santé Sud
180 Centenaire Dr
Southport MB R0H 1N1
jcurtis@southernhealth.ca
204-745-7871

F. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and any applicable federal laws. The Parties hereby attorn to the exclusive jurisdiction of the courts in the Province of Manitoba.

G. The parties agree that time is of the essence.

The Parties have caused this Agreement to be executed by their duly authorized representatives as evidenced by their signatures below.

GOVERNMENT OF MANITOBA

By: 

Name: Karen Hard

Title: Minister of Health or delegate

SOUTHERN HEALTH-SANTÉ SUD

By: 

Name: Adam Monteith

Title: Board Chair

I have authority to bind the Health Authority