Vascular Health Clinical Lead, Central East LHIN

RFP 01-18

Schedule 4

Agreement

VASCULAR HEALTH CLINICAL LEAD SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made in triplicate, for the Vascular Health Clinical Lead, Central East LHIN is effective as of XXX.

BETWEEN:

Central East Local Health Integration Network

(referred to as the "LHIN")

AND:

XXX

(referred to as the "Vascular Health Clinical Lead")

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 **Defined Terms**

When used in the Agreement, the following words or expressions have the following meanings:

"Contract" means the aggregate of: (a) the Agreement, including Schedule A (Schedule of Deliverables and Fees), and (b) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" means everything developed for or provided to the LHIN in the course of performing under the Contract or agreed to be provided to LHIN under the Contract by the Vascular Health Clinical Lead, including but not limited to any goods or services or any and all Intellectual Property;

"Expiry Date" means March 31, 2018;

"**Fiscal Year"** means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

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"LHIN Address"

Central East Local Health Integration Network
Suite 204A, 314 Harwood Avenue S
Ajax, ON L1S 2J1

"LHIN Contact"

Dr. Barry Guppy
Vice President Clinical
Central East LHIN
Ph: 905 427 5497 x 3205

"Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

"Vascular Health Clinical Lead Address" means:

Vascular Health Clinical Lead Address:

XXX

Vascular Health Clinical Lead Contact:

XXX

Ph XXX

Fx: XXX

Cell: XXX

Email address: XXX

"Term" means the period of time from the effective date first above written up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

1.02 **Entire Agreement**

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement. The parties agree that the Vascular Health Clinical Lead will work with the LHIN as directed by the LHIN Vice President Clinical.

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1.03 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.04 **Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract:

(a) the main body of the Agreement shall govern over the Schedules to the Agreement;

(b) the Agreement (including its Schedules) shall govern over the RFP and the Respondents Proposal; and

(c) the Request for Proposals (RFP) shall govern over the Respondents Proposal.

1.05 **Interpretive Value of Headings**

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.06 **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. If the anticipated or actual delay or non-performance exceeds 15 business days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.07 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by personal delivery or facsimile and shall be addressed to the LHIN Address to the attention of the Representatives and to the Vascular Health Clinical Lead Address to the attention of the Vascular Health Clinical Lead. Notices shall be deemed to have been given one (1) Business Day after such notice is received by the other party. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.08 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN LHIN AND VASCULAR HEALTH CLINICAL LEAD

2.01 Vascular Health Clinical Lead's Power to Contract

The Vascular Health Clinical Lead represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the LHIN under this Contract.

2.02 Vascular Health Clinical Lead Not a Partner, Agent, Employee or Appointee

The Vascular Health Clinical Lead shall have no power or authority to bind the LHIN or to assume or create any obligation or responsibility, express or implied, on behalf of the LHIN. The Vascular Health Clinical Lead shall not hold itself out as an agent, partner, appointee or employee of the LHIN. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the LHIN and the Vascular Health Clinical Lead or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, Chapter 35*, as amended.

2.03 Conflict of Interest

"Conflict of Interest**"** includes, but is not limited to, any situation or circumstance where the Vascular Health Clinical Lead's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations. A Conflict of Interest would include a conflict between the Interests of the Vascular Health Clinical Lead or his or her duties to any public hospital where the Vascular Health Clinical Lead is employed or has privileges and the interests of the LHIN. The Vascular Health Clinical Lead shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the LHIN without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest. For greater certainty, the Vascular Health Clinical Lead will provide the Deliverables, including providing any advice to the LHIN, on an impartial basis and without bias in favour of or with regard to the interests of the Vascular Health Clinical Lead, or any public hospital, Family health team etc. where the Vascular Health Clinical Lead is employed or has privileges.

2.04 Contract Binding

The Contract shall endure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

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ARTICLE 3 - PERFORMANCE BY VASCULAR HEALTH CLINICAL LEAD

3.01 **Performance**

The Vascular Health Clinical Lead hereby represents and warrants that the Deliverables referenced in Schedule A of this Agreement shall be provided fully and diligently in a professional and competent manner.

3.02 **Condonation Not a Waiver**

Any failure by the LHIN to insist in one or more instances upon strict performance by the Vascular Health Clinical Lead of any of the terms or conditions of the Contract shall not be construed as a waiver by the LHIN of its right to require strict performance of any such terms or conditions, and the obligations of the Vascular Health Clinical Lead with respect to such performance shall continue in full force and effect.

3.03 **Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.04 **Vascular Health Clinical Lead to Comply With Reasonable Change Requests**

The LHIN may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Vascular Health Clinical Lead shall comply with all reasonable change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Vascular Health Clinical Lead is unable to comply with the change request, it shall promptly notify the LHIN and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.05 **LHIN Rights and Remedies and Vascular Health Clinical Lead Obligations Not Limited to Contract**

The express rights and remedies of the LHIN and obligations of the Vascular Health Clinical Lead set out in the Contract are in addition to and shall not limit any other rights and remedies available to the LHIN or any other obligations of the Vascular Health Clinical Lead at law or in equity.

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ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 **Payment According to Contract Fees**

The LHIN shall, subject to the Vascular Health Clinical Lead's compliance with the provisions of the Contract, pay the Vascular Health Clinical Lead the Fees and shall reimburse pre-approved expenses as set out in Schedule A. There shall be no other charges payable by the LHIN under the Contract to the Vascular Health Clinical Lead other than the Fees established under the Contract.

4.02 **Statement and Payment Process**

The Vascular Health Clinical Lead shall provide the LHIN with a monthly statement no later than 10 business days after the end of each month and that statement shall include: (i) the reference number assigned to the Contract; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) receipts for pre-approved expenses, if any, identified as separate items. The LHIN shall approve or reject the statement within 15 business days of receipt of the statement and in the event that the LHIN rejects the statement, it shall so advise the Vascular Health Clinical Lead promptly in writing and the Vascular Health Clinical Lead shall provide additional information as required by the LHIN to substantiate the statement. Each statement is subject to the approval of the LHIN for payment; payment shall be made within 30 business days of approval.

4.03 **Hold Back or Set Off**

The LHIN may hold back payment or set off against payment if, in the opinion of the LHIN acting reasonably, the Vascular Health Clinical Lead has failed to comply with any requirements of the Contract.

4.04 **Payment of Taxes**

The Vascular Health Clinical Lead is responsible for the payment of any taxes, deductions or amounts that should be withheld or deducted on any payments under this Agreement including income taxes.

4.05 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Vascular Health Clinical Lead shall maintain all necessary records to substantiate (a) all invoices and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract. During the Term, and for seven (7) years after the Term, the Vascular Health Clinical Lead shall permit and assist the LHIN in conducting audits of the operations of the Vascular Health Clinical Lead to verify (a) and (b) above. The Vascular Health Clinical Lead's obligations under this paragraph shall survive any termination or expiry of the Contract.

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ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 **Definitions**. In this Article, the following terms have the meanings ascribed to them.

"LHIN Confidential Information" means all information of the LHIN or stakeholders that is of a confidential nature, including all confidential information in the custody or control of the LHIN, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Vascular Health Clinical Lead in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the LHIN the Vascular Health Clinical Lead or any third-party; (ii) all information (including Personal Information) that the LHIN is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Vascular Health Clinical Lead of any duty of confidentiality owed by the Vascular Health Clinical Lead to the LHIN or to any third-party; (ii) the Vascular Health Clinical Lead can demonstrate to have been rightfully obtained by the Vascular Health Clinical Lead, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Vascular Health Clinical Lead free of any obligation of confidence; (iii) the Vascular Health Clinical Lead can demonstrate to have been rightfully known to or in the possession of the Vascular Health Clinical Lead at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Vascular Health Clinical Lead; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

5.02 **LHIN Confidential Information**

During and following the Term, the Vascular Health Clinical Lead shall: (a) keep all LHIN Confidential Information confidential and secure; (b) not directly or indirectly disclose, copy, destroy, exploit or use any LHIN Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the LHIN and (ii) in respect of any LHIN Confidential Information about any third-party, the written consent of such third-party; (d) provide LHIN Confidential Information to the LHIN on demand; and (e) return all LHIN Confidential Information to the LHIN before the end of the Term, with no copy or portion kept by the Vascular Health Clinical Lead.

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5.03 **Confidentiality and Promotion Restrictions**

The Vascular Health Clinical Lead shall not make use of its association with the LHIN without the prior written consent of the parties. Without limiting the generality of this paragraph, the Vascular Health Clinical Lead shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the parties.

5.04 **FIPPA**

The Vascular Health Clinical Lead and the LHIN acknowledge and agree that the *Freedom of Information and Protection of Privacy Act* (FIPPA) applies to and governs all Records and may require the disclosure of such Records to third parties. For the purpose of this Contract, "Record" means any recorded information, including any Personal Information, in any form: (a) provided by, or on behalf of, the LHIN to the Vascular Health Clinical Lead, or provided by the Vascular Health Clinical Lead to the LHIN, for the purposes of the Contract; or (b) created by the Vascular Health Clinical Lead in the performance of the Contract.

5.05 **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 **Definitions.** In this Contract the following terms have the following meanings:

"Vascular Health Clinical Lead's Intellectual Property" means Intellectual Property owned by the Vascular Health Clinical Lead prior to its performance under the Contract or created by the Vascular Health Clinical Lead during the Term of the Contract independently of the performance of its obligations under the Contract;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Newly Created Intellectual Property" means any Intellectual Property created by the Vascular Health Clinical Lead in the course of performance of its obligations under the Contract;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the Vascular Health Clinical Lead.

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6.02 **LHIN Intellectual Property**

The Vascular Health Clinical Lead agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the LHIN to the Vascular Health Clinical Lead shall remain the sole property of Her Majesty the Queen in right of Ontario at all times. Moreover the LHIN shall be the sole owner of any Newly Created Intellectual Property. The Vascular Health Clinical Lead irrevocably assigns to and in favour of the LHIN every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the LHIN all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Vascular Health Clinical Lead's Intellectual Property, the Vascular Health Clinical Lead grants to the LHIN a licence to use that Vascular Health Clinical Lead Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Fees to the Vascular Health Clinical Lead by the LHIN.

6.03 **Vascular Health Clinical Lead's Grant of Licence**

For those parts of the Deliverables that are Vascular Health Clinical Lead Intellectual Property, the Vascular Health Clinical Lead grants to the LHIN, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the LHIN.

6.04 **Vascular Health Clinical Lead Representation and Warranty Regarding Third-Party Intellectual Property**

The Vascular Health Clinical Lead represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Vascular Health Clinical Lead further represents and warrants that it has obtained assurances with respect to any Vascular Health Clinical Lead Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.05 **Assurances Regarding Moral Rights**

At the request of the LHIN, at any time or from time to time, the Vascular Health Clinical Lead shall execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the LHIN, and which waiver may be invoked without restriction by any person authorized by the LHIN to use the Deliverables. The Vascular Health Clinical Lead shall deliver such written waiver(s) to the LHIN within 10 business days of the receipt of the request from the LHIN.

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6.06 **LHIN May Prescribe Further Compliance**

The LHIN reserve the right to prescribe the specific manner in which the Vascular Health Clinical Lead shall perform its obligations relating to this Article.

6.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 7 – INSURANCE

7.01 **Vascular Health Clinical Lead's Insurance**

The Vascular Health Clinical Lead will not be insured by the LHIN. The Vascular Health Clinical Lead agrees to put in effect and maintain insurance for the Term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person would maintain to provide the Deliverables including automobile collision insurance and automobile third party liability insurance.

ARTICLE 8 – REVIEW, TERMINATION, EXPIRY AND EXTENSION

8.01 **Review**

Three months after the commencement of this Agreement, and three months after each subsequent year of the Term, the LHIN may review the terms and conditions of this Agreement and conduct a review of the Vascular Health Clinical Lead in his or her role.

8.02 **Immediate Termination of Contract**

Either party may terminate the Contract, without cause, upon giving 30 days written notice to the other party.

8.03 **Termination for Non-Appropriation**

If this Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the LHIN sufficient to satisfy payments due under the Contract. In the event that such moneys are not available the LHIN may terminate the Contract upon giving notice to the Vascular Health Clinical Lead. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

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8.04 Vascular Health Clinical Lead's Obligations on Termination

On termination of the Contract, the Vascular Health Clinical Lead shall, in addition to its other obligations under the Contract and at law:

(a) provide the LHIN with any completed or partially completed Deliverables;

(b) provide the LHIN with a report detailing: (i) the current state of the provision of Deliverables by the Vascular Health Clinical Lead at the date of termination; and (ii) any other information requested by the LHIN pertaining to the provision of the Deliverables and performance of the Contract; and

(c) Return to the LHIN everything produced during the term of the Contract, everything that was supplied to the Vascular Health Clinical Lead and all Confidential Information, including copies, under the care or control of the Vascular Health Clinical Lead.

This paragraph shall survive any termination of the Contract.

8.05 Vascular Health Clinical Lead's Payment upon Termination

On termination of the Contract, the LHIN shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination.

8.06 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the LHIN under the Contract, at law or in equity.

8.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the LHIN exercises its options to extend the Contract for a period of up to the duration of the original term, such extension to be upon the same terms (including the Fees in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the LHIN giving notice to the Vascular Health Clinical Lead not less than 30 days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

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IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

Central East Local Health Integration Network

By:

_____

Signature:

Name: Deborah Hammons

Title: Chief Executive Officer

Date of Signature:

_____

Signature:

Name: XXX

Title: Vascular Health Clinical Lead, Central East LHIN

Date of Signature:

_____

Signature:

_____

[Insert legal name of Witness to Vascular Health Clinical Lead's signature]

Address:

Date of Signature:

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Schedule A

Description of Deliverables and Reimbursement

1. Deliverables

The Central East LHIN is a mix of urban and rural geography and is the sixth-largest LHIN in land area in Ontario (16,667.8 km2). The Central East LHIN has a rich diversity of community values, ethnicity, language and socio-demographic characteristics. In densely populated urban cities, suburban towns, rural farm communities, cottage country villages and remote settlements, the Central East LHIN stretches from Victoria Park to Algonquin Park.

Central East LHIN is home to approximately 1.6 million people, or 11.6% of the population of Ontario. In 2011, 72% of the population lived in a large urban center (population 100,000+), while 13% lived in rural areas. The LHIN includes the eastern section of the city of Toronto (i.e., Scarborough), which accounted for approximately 42% of the LHIN's population. Oshawa, Whitby, Pickering and Ajax together accounted for an additional 30% of LHIN residents. Between 2010 and 2015, Central East LHIN's population increased by 4.6%. In comparison, Ontario's population grew by 5.1% over the same period. Central East LHIN's population is projected to increase by 4.7% between 2015 and 2020 and 9.9% between 2015 and 2025, which is lower than the projected growth rates for Ontario for the same time periods. Seniors (aged 65+) accounted for approximately 16% of the Central East LHIN population.

Approximately 73% of Central East LHIN residents reported English and 1.5% reported French as their mother tongue in 2011. Compared with Ontario, Central East LHIN had a larger proportion of residents with no knowledge of English or French. In 2011, immigrants accounted for 33.2% of the Central East LHIN population. Approximately 4% of LHIN residents were recent immigrants, having arrived in Canada between 2006 and 2011. Central East LHIN had the 2nd highest unemployment rate in the province at 9.6%, compared to 8.3% for Ontario. Nearly 15% of Central LHIN residents were living in low-income households, which was the 3rd highest proportion among the 14 LHINs.

With accountability to the Central East LHIN, the Vascular Health Clinical Lead will provide leadership across the LHIN, championing both local and regional strategies within the Central East LHIN. In order to address regional priorities related to vascular health (i.e. cardiac, stroke, peripheral, diabetes, other) care and service provision, the Vascular Health Clinical Lead along with LHIN will assume responsibilities with regard to vascular health regional coordination, and will work collaboratively with health service providers to implement specific mandates and objectives:

1. Identify regional and local service needs to support long term planning for vascular health and diabetes care in alignment with LHIN and provincial priorities, including the LHINs Integrated Health Service Plan (IHSP)

2. Engage primary care, specialists and other vascular and diabetes service providers across the region to facilitation the adoption and integration of consistent, evidence based standards and best practices in vascular and diabetes management

3. Coordinate regional services for children and adults with vascular disorders (including pre-diabetes and diabetes) to support a more integrated, patient centered, accessible, equitable and effective system that offers the best value for Ontarians.

The Central East LHIN Vascular Health Clinical Lead does this by working collaboratively with Central East LHIN staff, other Clinical Leads, as well as health service providers and regional and sub-regional partners.

1.1 General Description

The LHIN Vascular Health Clinical Lead will work with the LHIN to build and establish strong collaborative relationships between service providers and relevant stakeholders within the region in order to drive quality improvement and adoption of best practices in vascular care and management, and to support coordination engagement, planning and outreach in partnership with related initiatives of the LHINs, service providers and provincial associations. Without limiting neither the scope of this statement, nor the scope of the specific requirements set out below, this will require the Vascular Health Clinical Lead to:

a) Focus on and contribute towards, improving the five system attributes/goals as they relate to vascular health and diabetes services, Diabetes Education Programs and services delivered by various medical specialists (e.g. internists, endocrinologist/diabetes specialists, nephrologists, cardiovascular specialists, neurologists, cardiologists), podiatrists and eye care specialists (optometrists and ophthalmologists) and other health service providers;

b) Five System attributes/goals:
   i. Equitable: individuals should receive the same access to quality care regardless of who they are and where they live
   ii. Accessible: Individuals should be able to receive timely and appropriate healthcare services to achieve the best possible health
   iii. Patient-centered: Healthcare providers should offer services that are responsive to individual's needs and preferences
   iv. Effective: Individuals should receive care that works and is supported by the best available research and evidence
   v. Integration: All parts of the health system should be organized, connected and work with one another to provide coordination, high quality care.

1.2 LHIN Clinical Lead Regional Planning Table

The Vascular Health Clinical Lead will be required to participate as a member of the LHIN at regional planning table(s). The planning table(s) may meet monthly or more frequently as needed. The planning table is used to drive the mandate of the Central

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East LHIN and Vascular health programs and strategies, the objectives of the Ontario Diabetes Strategy and the ministry's overall Chronic Disease Prevention and Management Framework. The Central East LHIN Vascular Clinical Lead will be required to participate as a member of the LHIN Diabetes provincial committee to facilitate provincial standardization, alignment and integration of common initiatives, processes and resources. The Central East LHIN Vascular Clinical Lead will be required to participate at other provincial or regional vascular health committees as required. LHIN Leads will also participate on sub-committees and/or other ad hoc committees and working groups of the planning table as needed.

1.3 Delivering the Central East LHIN Vascular Health Mandate

Vascular Health Clinical Lead will:

a) Enable and facilitate consultation with regional and community stakeholders to inform planning for LHIN activities
b) Promote the integration and coordination of vascular health services and resources across the region to support streamlined care across the health system.
c) Demonstrate the following qualities to support achievement of the LHIN's strategic Vascular Health and Diabetes programs and related objections:
    i. Strong leadership capacity to support regional operations and accountability for performance management
    ii. Leadership capacity for strategic planning and regional decision making
    iii. Peer-to-peer coaching/professional education expertise with a focus on collaborative quality improvement
    iv. Clinical healthcare experience
    v. Clinical credibility among primary and specialty care providers, other chronic disease providers and stakeholders
    vi. Understanding of population and community health
    vii. Strong understanding of Ontario's health system
    viii. Establish relationships with regional health care providers
    ix. Quality improvement knowledge and experience to facilitate/drive system change and improvements

1.4 Reporting:

a) Submit monthly activity reports to the Central East LHIN Vice President, Clinical
b) Meet with the Vice President, Clinical on at least a quarterly basis to discuss annual deliverables and key issues.
c) Complete an annual regional work plan approved and supported by the Central East LHIN.
d) Participate in a year-end review to report on deliverables providing an opportunity to highlight regional vascular care and planned initiatives each fiscal year.

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1.5 Organizational Relationship:

This role has direct accountability to the Vice President Clinical, Central East LHIN. The Vascular Health Clinical Lead will work closely with key staff in the Central East LHIN.

2. Timeline and Term:

2.1 The opportunity is Part-Time for 1 business day per week.

2.2 The initial term will end March 31, 2018 with the option to renew for one year at the discretion of the LHIN.

3. Remuneration for Deliverables (non-negotiable):

3.1 Subject to the term of this Agreement the LHIN shall pay a maximum of $6000 per month. The Respondent must submit monthly for the Consulting Fee.

3.2 The position is not eligible for Benefits.

3.3 The Vascular Health Clinical Lead shall be entitled to prompt reimbursement for any pre-approved expenses incurred in the performance of his/her duties hereunder and which are in accordance with Management Board of Cabinet Travel, Meal and Hospitality Directive, as may be amended or replaced from time to time (the "Directive"). The LHIN is not responsible for any travel, meal or accommodation expenses incurred by the Vascular Health Clinical Lead that are not pre-approved in writing by the LHIN and charged in accordance with the Directive.

3.4 Remuneration may not be used for salary top-ups – as such salaried physicians must provide documentation from their employer stating the arrangements to respect this expectation and these shall be agreeable to all parties.

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