Physician Lead, Scarborough North Sub-Region

RFP 02-17

Schedule 4

Agreement

PHYSICIAN LEAD SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made in triplicate, for the Physician Lead, Scarborough North Sub-Region is effective as of XXX.

BETWEEN:

Central East Local Health Integration Network
(referred to as the "LHIN")

AND:

XXX
(referred to as the "Physician Lead – Scarborough North Sub-Region")

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 1 (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 Physician 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;

"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

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

"Physician Lead and Lead Address" means:

Physician Lead Address:

XXX

Physician 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 Physician Lead - Scarborough North Sub-Region will work with the LHIN as directed by the LHIN Vice President Clinical.

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;

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(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 Physician Lead Address to the attention of the Physician 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.

ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN LHIN AND PHYSICIAN LEAD

2.01 **Physician Lead's Power to Contract**

The Physician 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 **Physician Lead Not a Partner, Agent, Employee or Appointee**

The Physician 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 Physician 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

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Physician 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 Physician 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 Physician Lead or his or her duties to any public hospital where the Physician Lead is employed or has privileges and the interests of the LHIN. The Physician 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 Physician 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 Physician Lead, or any public hospital, Family health team etc. where the Physician 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.

ARTICLE 3 - PERFORMANCE BY PHYSICIAN LEAD

3.01 **Performance**

The Physician Lead hereby represents and warrants that the Deliverables referenced in Schedule 1 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 Physician 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 Physician 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.

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3.04 Physician 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 Physician 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 Physician 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 Physician Lead Obligations Not Limited to Contract

The express rights and remedies of the LHIN and obligations of the Physician 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 Physician Lead at law or in equity.

ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Fees

The LHIN shall, subject to the Physician Lead's compliance with the provisions of the Contract, pay the Physician Lead the Fees and shall reimburse pre-approved expenses as set out in Schedule 1. There shall be no other charges payable by the LHIN under the Contract to the Physician Lead other than the Fees established under the Contract.

4.02 Statement and Payment Process

The Physician 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 Physician Lead promptly in writing and the Physician 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 Physician Lead has failed to comply with any requirements of the Contract.

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4.04 **Payment of Taxes**

The Physician 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 Physician 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 Physician Lead shall permit and assist the LHIN in conducting audits of the operations of the Physician Lead to verify (a) and (b) above. The Physician Lead's obligations under this paragraph shall survive any termination or expiry of the Contract.

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 Physician 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 Physician 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 Physician Lead of any duty of confidentiality owed by the Physician Lead to the LHIN or to any third-party; (ii) the Physician Lead can demonstrate to have been rightfully obtained by the Physician Lead, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Physician Lead free of any obligation of confidence; (iii) the Physician Lead can demonstrate to have been rightfully known to or in the possession of the Physician Lead at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Physician 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;

DRAFT

"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 Physician 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 Physician Lead.

5.03 **Confidentiality and Promotion Restrictions**

The Physician 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 Physician 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 Physician 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 Physician Lead, or provided by the Physician Lead to the LHIN, for the purposes of the Contract; or (b) created by the Physician 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:

"Physician Lead's Intellectual Property" means Intellectual Property owned by the Physician Lead prior to its performance under the Contract or created by the Physician 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

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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 Physician 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 Physician Lead.

6.02 **LHIN Intellectual Property**

The Physician 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 Physician 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 Physician 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 Physician Lead's Intellectual Property, the Physician Lead grants to the LHIN a licence to use that Physician Lead Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Fees to the Physician Lead by the LHIN.

6.03 **Physician Lead's Grant of Licence**

For those parts of the Deliverables that are Physician Lead Intellectual Property, the Physician 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 **Physician Lead Representation and Warranty Regarding Third-Party Intellectual Property**

The Physician 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 Physician Lead further represents and warrants that it has obtained assurances with respect to any Physician Lead Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

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6.05 **Assurances Regarding Moral Rights**

At the request of the LHIN, at any time or from time to time, the Physician 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 Physician Lead shall deliver such written waiver(s) to the LHIN within 10 business days of the receipt of the request from the LHIN.

6.06 **LHIN May Prescribe Further Compliance**

The LHIN reserve the right to prescribe the specific manner in which the Physician 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 **Physician Lead's Insurance**

The Physician Lead will not be insured by the LHIN. The Physician 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 Physician 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

DRAFT

to the Physician Lead. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.04 **Physician Lead's Obligations on Termination**

On termination of the Contract, the Physician 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 Physician 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 Physician Lead and all Confidential Information, including copies, under the care or control of the Physician Lead.

This paragraph shall survive any termination of the Contract.

8.05 **Physician 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 Physician Lead not less than 30 days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

DRAFT

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: Physician Lead – Scarborough North Sub-Region

Date of Signature:

_____

Signature:

_____

[Insert legal name of Witness to Physician Lead's signature]

Address:

Date of Signature:

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Schedule A

Description of Deliverables and Reimbursements

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.

The Scarborough North Sub-Region is located in the south-western part of the Central East LHIN. The Sub-Region covers an area of approximately 42 square kilometers. Scarborough North has six neighborhoods Agincourt South-Malvern West, Milliken, Agincourt North, Steeles, L'Amoreaux, and Tam O'Shanter-Sullivan. With a population of 176,615 (Census, 2011) and population density of 4,165.5 persons per square kilometer it has over 17% of its population over the age of 65. The neighbourhood boasts of a rich diversity of community values, ethnicity, language and socio-demographic characteristics.

With accountability to the Central East LHIN, the Physician Lead - Scarborough North will provide leadership across the sub-region, championing both local and regional strategies within the Central East LHIN. The Physician Lead will collaborate with primary care providers, inter-professional teams, and administrative leads in the LHIN sub-region to improve to achieve provincially defined performance metrics, and to develop a more integrated network of care at the sub-region level.

1.1 The goals of the Sub-Region Physician Lead are to:

a) Provide strong, visionary leadership at the Sub-Region level;
b) Lead local quality initiatives, working closely with primary care providers, inter-professional teams, and administrative leads in the LHIN sub-region to achieve provincially defined performance metrics;
c) Develop a more integrated network of care at the sub-region level, including primary care, public health, home care and community care, mental health and addictions, long-term care, and acute care;
d) Provide leadership for local clinical engagement within the sub-region and advise the LHIN senior leadership team;
e) Participate in the Scarborough North Sub-Region Planning Tables, and work collaboratively to improve care for the population of the sub-region and the LHIN.

The Sub-Region Physician Lead does this by working collaboratively with Central East LHIN staff, other physician leads, as well as health service providers and all sub-regional partners. It is recognized that in order to significantly improve standard of care work must be focused on broader system change and change for the

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population as a whole.

1.2 Physician Lead Role and Responsibility

The role description outlines deliverables and provides additional details of how the Sub-Region Physician Lead will work with the Central East LHIN, primary care providers, inter-professional teams, and administrative leads in the LHIN Sub-Region to achieve provincially defined performance metrics, and to develop a more integrated network of care at the sub-region level, including primary care, public health, home care and community care, mental health and addictions, long-term care, and acute care.

a) Quality Improvement and Sub-Regional Planning

i. Work closely with Sub-Region Director of Health System Strategy, Integration, Planning and Performance to oversee quality improvement, patient safety and performance management within LHIN sub-region
ii. Support the design and implementation of the LHIN primary care strategy within the sub-region in collaboration with other LHIN Sub-Region Physician Leads, LHIN staff and other partners.
iii. Champion clinical standards of care and lead clinical change management at sub-region level.
iv. Monitor performance indicators for the sub-region and work with LHIN staff to review and analyse health care service data and trends, including access to primary care, access to care post-hospital discharge, avoidable ED visits, and others.

b) Relationship Management and Collaboration

i. Act as a liaison between the Central East LHIN and primary care physicians and other providers in the sub-region.
ii. In collaboration with the Sub-Region Director of Health System Strategy, Integration, Planning and Performance, facilitate and actively involve local health care providers, through targeted outreach, and create opportunities to collaborate on integration and improvement initiatives that build lasting linkages between providers.
iii. In collaboration with the Sub-Region Director of Health System Strategy, Integration, Planning and Performance, build a culture where patients, families, and caregivers have a voice and the community remains at the heart of discussions and decisions.
iv. Champion high-quality and safe care in the region and work collaboratively with all members of the health care team across all sectors (primary care, public health, home care and community care, mental health and addictions, long-term care, and acute care) to improve quality care and population health of the LHIN.

c) Advancing LHIN Strategies & Priorities

i. Co-Chair the Scarborough North Sub-Region Planning Table along with the Sub-Region Director of Health System Strategy, Integration, Planning and Performance
ii. Support development of, and participate in, regional and sub-regional governance

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structures and committees.

iii. Support the VP Clinical and other LHIN executive team members on development of sub-region health human resources planning.

iv. Provide advice to the VP Clinical and other LHIN leadership team on local engagement strategies, change management activities, performance measurement, physician education, and other opportunities to promote a continuous quality improvement culture in primary care and across sectors in the sub-region.

1.3 Reporting:

a) Submit monthly activity reports to the Central East LHIN Vice President Clinical
b) Meet with the Vice President Clinical on 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 seniors care and planned initiatives for 2017/18.

1.4 Organizational Relationship:

This role has direct accountability to the Vice President Clinical, Central East LHIN.

2. Timeline and Term:

2.1 The opportunity is Part-Time for maximum of 32 hours per month.

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 $190/hour for up to 32 hours per month. The Respondent must submit monthly for the Consulting Fee.

3.2 The position is not eligible for Benefits.

3.3 The Sub-Region Physician 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 Sub-Region Physician Lead that are

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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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