Champlain **LHIN**

Request for Service:
Diabetes & Vascular Health Pharmacist Lead

Request for Proposals No.: **CHLHIN- 04102018-01**

Issued: April 10, 2018

Proposal Submission Deadline: April 24, 2018

Please email your submissions by April 24, 2018 to james.fahey@lhins.on.ca

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Ontario
Local Health Integration Network

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PART 1 – INTRODUCTION

1.1 **Invitation to Proponents**. This Request for Service Proposals ("RFS") is an invitation to licensed pharmacist (a "prospective proponent") to submit proposals for the provision of Diabetes and Vascular Health Pharmacist Lead services within the geographic area of the Champlain Local Health Integration Network (the "LHIN). The LHIN is seeking the services of one pharmacist to undertake the role of Diabetes and Vascular Health Pharmacist Lead as described in s. 2.

1.2 Background to RFS.
In order to address regional priorities related to diabetes and service provision, the LHINs have assumed responsibilities with regards to Regional Coordination of Diabetes Services and related responsibilities under the Ontario Diabetes Strategy (ODS).

The Champlain LHIN Diabetes/Vascular Health Team is responsible for the coordination and improvements in outcomes across the continuum of care, from prevention to primary and tertiary care, so that people living with, or at risk of developing diabetes have access to the services they need as close to home as possible. The mandate of the Champlain LHIN Diabetes/Vascular Health Team is to promote regional integration of services by bringing clarity to roles and addressing gaps in services and in the hand-offs between services, engage diabetes education programs across the Champlain region to promote service integration and adoption of best practices. The Champlain LHIN Diabetes/Vascular Health Team serves as champions for clinical change management by promoting the adoption of standards, best practices and new information technology capabilities throughout the region.

The Champlain LHIN Diabetes and Vascular Health Pharmacist Lead will work collaboratively with health service providers and other stakeholders from across the LHIN to implement the regional work plan.

1.3 Type of Contract for Services. One successful proponent will be required to enter into a service agreement ("SAA"). The form of service agreement is set out in Appendix B. It is anticipated that the SAA(s) will be executed on or before May 1 2018. The Agreement will end on March 31, 2019, subject to the LHIN's right to execute up to two, one year extensions.

1.4 Definitions. When used in this RFS, the following words or expressions have the following meanings:

"**Act**" means the *Local Health System Integration Act, 2006*

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFS selection process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to the LHIN and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFS selection process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFS selection process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations under the SAA, the proponent'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 judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"LHIN Contact" means the person identified below

James Fahey
Director, Health System Planning
Champlain LHIN

james,fahey@lhins.on.ca

"**Prospective proponent**" means a pharmacist licensed to provide services in the Province of Ontario and who presently provides services in the Champlain LHIN.

"**Service Agreement**" means a service agreement for the provision of Diabetes and Vascular Health Pharmacist Lead services.

PART 2 - THE SERVICES

- Support and promote the Champlain LHIN Integrated Health Service Plan and initiatives related to diabetes and vascular health.
- Act as a resource, leader and advocate for strong linkages between health care providers and encourage inter-professional, team-based care for diabetes and chronic disease management.
- Provide leadership in identifying and disseminating best practices across the region.
- Provide leadership in the development of the Pharmacist Engagement Table.
- Establish strong linkages with pharmacists within the region and facilitate the adoption and integration of consistent standards, best practices and linkages to diabetes education.
- Promote and participate in the development of content for communication tools (e.g. diabetes and vascular health newsletter and website content).
- Actively promote the Champlain diabetes and vascular health tools and resources (e.g. foot care tool box, SCREEN tool box, common referral form for diabetes education) to pharmacists.
- Work collaboratively with the Diabetes and Vascular Health Team to support/facilitate high quality diabetes care.
- Actively participate on the Champlain Regional Diabetes Advisory Committee.
- Represent the pharmacists role on key initiatives (e.g. Diabetes Central - Ottawa, Foot care strategy, Retinopathy strategy)
- Work collaboratively with other LHIN Leads and stakeholders on the development of Health Links and LHIN Sub-Regions from the perspective of improving diabetes and vascular health in the Champlain LHIN.
- Work an average of 14 hours a month, in support of aforementioned services.

PART 3 – FEES AND EXPENSES

3.1 **Fees.** The payment to the successful proponent for the Diabetes and Vascular Health Pharmacist Lead position will not exceed $1,652.00 per month as a consulting fee, exclusive of applicable taxes and subject to any applicable statutory deductions. Proponents must include a completed Rate Bid Form.

3.2 **Expenses.** The LHIN will reimburse all pre-approved expenses incurred in the course of delivering the Services up to $1,356.00 per 12 month period. Expenses will be approved and reimbursed in accordance

with the Travel, Meal and Hospitality Expenses Directive, a copy of which is available on request and will be provided to the successful incumbent during the orientation to the role.

PART 4 - EVALUATION OF PROPOSALS

4.1 **Generally.** The LHIN will evaluate proposals in three stages.

4.2. **Stage I - Mandatory Requirements**. Each proposal must include (i) a resume or CV; (ii) a Form of Offer (Appendix B); (iii) a tax declaration form (Appendix C); (iv) references (Appendix D) and (v)) a proposal that provides the information requested in 4.3 below.

Qualifications required

- A proponent must be a licensed Pharmacist in active practice in the geographic area of the Champlain LHIN. Certification as a Diabetes Educator (CDE) is considered an asset.
- Member of the Ontario College of Pharmacists
- Strong background in diabetes prevention and management
- Experience in effective collaborative relationships with external organizations, including academic, private and public sector organizations
- Excellent communication skills
- Experience working with multi-disciplinary teams
- An understanding of the Champlain LHIN geography and population, with a thorough understanding of the challenges faced assessing services by local citizens and populations

Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the LHIN, be disqualified and not evaluated further.

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the LHIN will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing. Other than inserting the information requested and signing the Tax Compliance Declaration Form, a proponent may not make any changes to the Tax Compliance Declaration Form. Proposals containing changes to the Tax Compliance Declaration Form may be disqualified.

The LHIN will forward to the Ministry of Revenue a copy of the selected proponent's signed Tax Compliance Declaration Form for verification. By signing this Form, the proponent is consenting to the release of the information on the Form from the Ministry to the Ministry of Revenue and the result of the verification process from the Ministry of Revenue to the Ministry. In the event that the Ministry of Revenue finds that the selected proponent's taxes are not in good standing, the selected proponent must, as a precondition of entering into an agreement, ensure that its status is brought into good standing and provide evidence of its good standing to the LHIN. The LHIN may rescind the notice of selection of a proponent who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFS.

Proponents may direct enquiries regarding the Tax Compliance Declaration Form to the LHIN Contact.

4.3 **Stage II: Evaluation of Proposal**. Stage II will consist of a scoring by the LHIN and a predetermined Evaluation Committee of each qualified proposal on the basis of the following rated criteria:

Experience and Qualifications (40 points) Each proponent should provide in its proposal:

(a) a brief description of the proponent;
(b) a description of proponent's qualifications;
(c) a description of proponents experience and knowledge in the following areas:
    a. The provision of service throughout the LHIN;
    b. Participation on professional, cross-sector and/or provincial working groups;
    c. The identification and resolution of systemic impediments to the provision of health care services; and

d. Developing and supporting community partnerships

Other Rated Criteria (30 points) Each Proponent should provide in his or her proposed vision that identifies:

vii) The proponent's vision for the delivery of the Services
viii) Fit between the proponent's experience and qualifications with the requirements of the Services.
ix) The intended approach to the delivery of the Services.

4.4 **Stage III -** Stage III will consist of the obtaining of any additional information required to enable the LHIN to make a final decision. Stage III may include a meeting with LHIN Leadership and/or members of the Evaluation Committee. Only those proponents who have been short-listed during Stage II will proceed to Stage III. Proponents at Stage III will be scored out of a total of 30 points.

4.5 **Cumulative Score and Selection of Highest Scoring Proponent**
At the conclusion of Stage III, all scores from Stage II and Stage III will be added and, subject to the express and implied rights of the LHIN, the highest scoring proponent will be selected to provide the Services.

PART 5 - TERMS AND CONDITIONS OF THE RFS SELECTION PROCESS

5.1 **General Information and Instructions.** The following is the schedule for this RFS:

- Issue Date of RFS: April 10, 2018
- Proponent's Deadline for Questions: April 17, 2018
- Proposal Submission Deadline Date and Time: April 24, 2018 23:59 PM EDT

The RFS timetable is tentative only and may be changed by the LHIN in its sole discretion at any time prior to the Proposal Submission Deadline.

5.2 **Communication after Issuance of RFS.** Proponents shall promptly examine all of the documents comprising this RFS; and may direct questions or seek additional information in writing by e-mail on or before the Proponent's Deadline for Questions to:

James Fahey
Director, Health System Planning
Champlain LHIN
james.fahey@lhins.on.ca

The LHIN is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the proponent to seek clarification from the LHIN Contact on any matter it considers to be unclear. The LHIN shall not be responsible for any misunderstanding on the part of the proponent concerning this RFS or its process.

This RFS may only be amended by an addendum in accordance with this section. If the LHIN, for any reason, determines that it is necessary to provide additional information relating to this RFS, such information will be communicated to all proponents by addenda posted online. Each addendum shall form an integral part of this RFS. The LHIN may, in its sole and absolute discretion, extend the Proposal Submission Deadline for a reasonable amount of time.

5.3 **LHIN's Information in RFS Only an Estimate.** The LHIN and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFS or issued by way of addenda.

5.4 **Submission of Proposals.** A proponent must submit one (1) signed original that is then scanned for an

electronic submission with the full legal name and return address of the proponent. The Champlain LHIN welcomes submissions in either English or French. Proposals must be submitted to the LHIN contact (See Section 1.4) on or before the Proposal Submission Deadline. At any time prior to the Proposal Submission Deadline, a proponent may amend or withdraw a submitted proposal. After the Submission Deadline, the LHIN will not return the proposal or any accompanying documentation submitted by a proponent.

5.5 **Execution of Agreement, Notification and Debriefing.** The LHIN anticipates that the LHIN will select a proponent within 30 days of the Proposal Submission Deadline. Notice of selection by the LHIN to the successful proponent will be in writing. A successful proponent will enter into an SAA prior to the date on which it begins to provide the Services. A proponent who submits conditions, options, variations or contingent statements to the terms set out in the SAA either as part of its proposal or after receiving notice of selection, may be disqualified. If the successful proponent fails to execute the SAA the LHIN may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

5.6 **FIPPA.** The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, applies to information provided to the LHIN by a proponent. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the LHIN. The confidentiality of such information will be maintained by the LHIN, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the LHIN's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals.

By submitting any Personal Information requested in this RFS, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this RFS selection process and for contract management purposes.

5.7 **Reserved Rights and Governing Law**. The LHIN reserves the right to:

(a) make public the names of any or all proponents;
(b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
(c) assess a proponent's proposal on the basis of:
  (i) information provided by references;
  (ii) the proponent's past performance for similar services;
  (iii) the information provided by a proponent pursuant to the LHIN exercising its clarification rights under this RFS selection process; or
  (iv) other relevant information that arises during this RFS selection process;
(d) waive formalities and accept proposals which substantially comply with the requirements of this RFS;
(e) verify with any proponent or with a third party any information set out in a proposal;
(f) check references other than those provided by any proponent;
(g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
(h) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFS;
(i) make changes, including substantial changes, to this RFS provided that those changes are issued by way of addenda in the manner set out in this RFS;
(j) select any proponent other than the proponent whose proposal reflects the lowest cost to the LHIN or the highest score;
(k) cancel this RFS selection process at any stage;
(l) cancel this RFS selection process at any stage and issue a new RFS for the same or similar services;
(m) accept any proposal in whole or in part; or
(n) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the LHIN shall not be liable for any expenses, costs, losses or any direct or indirect

damages incurred or suffered by any proponent or any third party resulting from the LHIN exercising any of its express or implied rights under this RFS.

By submitting its proposal, the proponent authorizes the collection by the LHIN of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.8 Governing Law of RFS Selection process**.** This RFS selection process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A – FORM OF AGREEMENT

Diabetes and Vascular Health Pharmacist Lead Services Agreement

THIS AGREEMENT (the "Agreement"), made in triplicate, for **Diabetes and Vascular Health Pharmacist Lead Services** is effective as of the 1st day of May 2018.

BETWEEN:

The Champlain Local Health Integration Network

(referred to as the "LHIN")

AND:

[*legal name of Supplier*]

(referred to as the "Diabetes and Vascular Health Pharmacist 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 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 the LHIN under the Contract by the Diabetes and Vascular Health Pharmacist Lead, including but not limited to any goods or services or any and all Intellectual Property;

"Expiry Date" means March 31, 2019 or, if the original term is extended, the final date of the extended term;

"**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" means:

Champlain Local Health Integration Network
1900 City Park Drive, Suite 204
Ottawa, ON K1J 1A3
Telephone 613-747-6784
Fax: 613-747-6519

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

"Diabetes and Vascular Health Pharmacist Lead Name and Diabetes and Vascular Health Pharmacist Lead Address" mean:

Diabetes and Vascular Health Pharmacist Lead Name:
[Name]
Telephone: [#] ext [#] Fax: [#]

Diabetes and Vascular Health Pharmacist Lead Address:
[Insert Address]

"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 No Indemnities from LHIN

Notwithstanding anything else in the Contract, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 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.

1.04 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.

1.05 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 RFS and the Proposal; and (c) the RFS shall govern over the Proposal.

1.06 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.

1.07 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.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by personal delivery or facsimile and shall be addressed to, respectively, the LHIN Address to the attention of the LHIN Representative and to the Diabetes and Vascular Health Pharmacist Lead Address to the attention of the Diabetes and Vascular Health Pharmacist 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.

1.09 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 Diabetes and Vascular Health Pharmacist Lead

2.01 Diabetes and Vascular Health Pharmacist Lead's Power to Contract

The Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead Not a Partner, Agent, Employee or Appointee

The Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 judgement; 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 Diabetes and Vascular Health Pharmacist Lead

or his or her duties to any public hospital where the Diabetes and Vascular Health Pharmacist Lead is employed or has privileges and the interests of the LHIN. The Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead, or any public hospital where the Diabetes and Vascular Health Pharmacist 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 DIABETES AND VASCULAR HEALTH PHARMACIST LEAD

3.01 Performance

The Diabetes and Vascular Health Pharmacist Lead hereby represents and warrants that the Deliverables 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead shall comply with all reasonable LHIN change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead Obligations Not Limited to Contract

The express rights and remedies of the LHIN and obligations of the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead's compliance with the provisions of the Contract, pay the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead other than the Fees established under the Contract.

4.02 Statement and Payment Process

The Diabetes and Vascular Health Pharmacist 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 by the LHIN; (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 Diabetes and Vascular Health Pharmacist Lead promptly in writing and the Diabetes and Vascular Health Pharmacist Lead shall provide additional information as required by the LHIN to substantiate the statement. Each statement is subject to the approval of the LHIN before any payment is released and payment shall be made within 30 business days of such 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 Diabetes and Vascular Health Pharmacist Lead has failed to comply with any requirements of the Contract.

4.04 Payment of Taxes

The Diabetes and Vascular Health Pharmacist Lead's 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, Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead shall permit and assist the LHIN in conducting audits of the operations of the Diabetes and Vascular Health Pharmacist Lead to verify (a) and (b) above. The Diabetes and Vascular Health Pharmacist 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 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead of any duty of confidentiality owed by the Diabetes and Vascular Health Pharmacist Lead to the LHIN or to any third-party; (ii) the Diabetes and Vascular Health Pharmacist Lead can demonstrate to have been rightfully obtained by the Diabetes and Vascular Health Pharmacist Lead , without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Diabetes and Vascular Health Pharmacist Lead free of any obligation of confidence; (iii) the Diabetes and Vascular Health Pharmacist Lead can demonstrate to have been rightfully known to or in the possession of the Diabetes and Vascular Health Pharmacist Lead at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead .

5.03 Confidentiality and Promotion Restrictions

The Diabetes and Vascular Health Pharmacist Lead shall not make use of its association with the LHIN without the prior written consent of the LHIN. Without limiting the generality of this paragraph, the Diabetes and Vascular Health Pharmacist 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 LHIN.

5.04 FIPPA

The Diabetes and Vascular Health Pharmacist Lead and the LHIN acknowledge and agree that the Freedom of Information and Protection of Privacy Act 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 Diabetes and Vascular Health

Pharmacist Lead**,** or provided by the Diabetes and Vascular Health Pharmacist Lead to the LHIN, for the purposes of the Contract; or (b) created by the Diabetes and Vascular Health Pharmacist 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:

"Diabetes and Vascular Health Pharmacist Lead's Intellectual Property" means Intellectual Property owned by the Diabetes and Vascular Health Pharmacist Lead prior to its performance under the Contract or created by the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead**.**

6.02 LHIN Intellectual Property
The Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead irrevocably assigns to and in favour of the LHIN and the LHIN accepts 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 Diabetes and Vascular Health Pharmacist Lead's Intellectual Property, the Diabetes and Vascular Health Pharmacist Lead grants to the LHIN a licence to use that Diabetes and Vascular Health Pharmacist Lead Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Fees to the Diabetes and Vascular Health Pharmacist Lead by the LHIN.

6.03 Diabetes and Vascular Health Pharmacist Lead's Grant of Licence
For those parts of the Deliverables that are Diabetes and Vascular Health Pharmacist Lead Intellectual Property, the Diabetes and Vascular Health Pharmacist Lead grants to the LHIN, including each 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 or a LHIN.

6.04 Diabetes and Vascular Health Pharmacist Lead Representation and Warranty Regarding Third-Party Intellectual Property
The Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead further represents and warrants that it has obtained assurances with respect to any Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 reserves the right to prescribe the specific manner in which the Diabetes and Vascular Health Pharmacist 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 – INDEMNITY AND INSURANCE

7.01 Diabetes and Vascular Health Pharmacist Lead Indemnity

The Diabetes and Vascular Health Pharmacist Lead hereby agrees to indemnify and hold harmless the LHIN, its directors, officers, agents, appointees, employees, agents, partners, affiliates, volunteers and subcontractors (" Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Diabetes and Vascular Health Pharmacist Lead in the course of performance of the Diabetes and Vascular Health Pharmacist Lead 's obligations under, or otherwise in connection with, the Contract. The Diabetes and Vascular Health Pharmacist Lead further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the LHIN, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 Diabetes and Vascular Health Pharmacist Lead's Insurance

The Diabetes and Vascular Health Pharmacist Lead will not be insured by the LHIN. Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the LHIN may terminate the Contract upon giving notice to the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead's Obligations on Termination

On termination of the Contract, the Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist 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 Diabetes and Vascular Health Pharmacist Lead and all Confidential Information, including copies, under the care or control of the Diabetes and Vascular Health Pharmacist Lead**.**

This paragraph shall survive any termination of the Contract.

8.05 Diabetes and Vascular Health Pharmacist 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.

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

Champlain Local Health Integration Network

By:

_____
Signature:
Name:
Title:
Date of Signature:

_____
Signature:
Name:
Title:
Date of Signature:

_____
Signature:

[Insert legal name of Witness to Diabetes and Vascular Health Pharmacist Lead's signature]
Address:
Date of Signature:

Schedule 1 – Description of Deliverables and Fees

A. DESCRIPTION OF DELIVERABLES

General Description

The Diabetes and Vascular Health Pharmacist Lead will be accountable and report to the Director, Health System Planning or Director Delegate. The Diabetes and Vascular Health Pharmacist Lead will work closely with key staff in the LHIN and is expected to devote 14 hours per month to the performance of the Deliverables.

Major Responsibilities

- Support and promote the Champlain LHIN Integrated Health Service Plan and initiatives related to diabetes and vascular health.
- Act as a resource, leader and advocate for strong linkages between health care providers and encourage inter-professional, team-based care for diabetes and chronic disease management.
- Provide leadership in identifying and disseminating best practices across the region.
- Provide leadership in the development of the Pharmacist Engagement Table.
- Establish strong linkages with pharmacists within the region and facilitate the adoption and integration of consistent standards, best practices and linkages to diabetes education.
- Promote and participate in the development of content for communication tools (e.g. diabetes and vascular health newsletter and website content).
- Actively promote the Champlain diabetes and vascular health tools and resources (e.g. foot care tool box, SCREEN tool box, common referral form for diabetes education) to pharmacists.
- Work collaboratively with the Diabetes and Vascular Health Team to support/facilitate high quality diabetes care.
- Actively participate on the Champlain Regional Diabetes Advisory Committee.
- Represent the pharmacists role on key initiatives (e.g. Diabetes Central - Ottawa, Foot care strategy, Retinopathy strategy)
- Work collaboratively with other LHIN Leads and stakeholders on the development of Health Links and LHIN Sub-Regions from the perspective of improving diabetes and vascular health in the Champlain LHIN.

B. FEES AND EXPENSES

1) Notwithstanding anything else in the Contract, the total amount payable by the LHIN to the Supplier under the Contract shall not exceed $23,757.12 dollars per year. This includes any reimbursable expenses that may be incurred. The Diabetes and Vascular Health Pharmacist Lead shall submit monthly an invoice for the Consulting Fee and applicable taxes in arrears to the LHIN.

2) The Diabetes and Vascular Health Primary Care Pharmacist Lead shall be entitled to prompt reimbursement for any pre-approved expenses (up to $1,356.00 per 12 month period) 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 Diabetes and Vascular Health Pharmacist Lead that are not pre-approved in writing by the LHIN and charged in accordance with the Directive.

APPENDIX B – FORM OF OFFER

To: The Champlain Local Health Integration Network:

1. Proponent Information

a) The full legal name of the proponent is:
b) Any other relevant name under which the proponent carries on business is:
(c) The jurisdiction under which the proponent is governed is:
(d) The name, address, telephone, facsimile number and e-mail address of the proponent is:

2. Offer. The proponent has carefully examined the RFS documents and has a clear and comprehensive knowledge of the Services required under the RFS. By submitting the proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFS, and offers to provide the Services in accordance with the SAA. By signing the Form of Offer, the proponent represents and warrants that he or she is a licensed physician in good standing in the Province of Ontario and is currently providing medical services in the Champlain LHIN.

3. Mandatory Forms. The proponent has enclosed the following mandatory forms with the proposal:

MANDATORY FORMS:	**Yes**
Form of Offer (Appendix B)	
Tax Compliance Declaration Form (Appendix C)	
Reference Form (Appendix D)	

4. Addenda. The proponent is deemed to have read and accepted all addenda issued by the LHIN prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None": _____.

5. Conflict of Interest. Prior to completing this portion of the Form of Offer, proponents should refer to the definition of Conflict of Interest set out in section 1.5 of the RFS. If the box below is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFS. Otherwise, if the statement below applies, check the box.

❑ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

6. Disclosure of Information. The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the LHIN to the LHIN's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

7. **Execution of Agreement.** The proponent understands that in the event his or her proposal is selected by the LHIN, in whole or in part, the proponent will enter into an SAA in accordance with the terms of the RFS.

Signature of Witness	Signature of proponent
Name of Witness	Name and Title Date:

APPENDIX C - TAX COMPLIANCE DECLARATION FORM

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that _____ at the time of submitting its proposal,

(legal name of proponent)

is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Consent to Disclosure

I/We consent to the Ministry of Revenue releasing the taxpayer information described in this Declaration to the Ministry issuing the RFS as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Revenue.

Dated at _____ this _____ day of _____ 20 _____

_____

(An authorized signing officer)

_____

(Print Name)

_____

(Title)

_____

(Phone Number) (Fax Number)

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three references

Reference #1

Name:	
Address:	
Telephone Number:	

Reference #2

Name:	
Address:	
Telephone Number:	

Reference #3

Name:	
Address:	
Telephone Number:	

Champlain **LHIN**

1900 City Park Drive, Suite 204
Ottawa, ON K1J 1A3
Tel: 613 747-6784 • Fax: 613 747-6519
Toll Free: 1 866 902-5446
www.champlainlhin.on.ca

Ontario
Local Health Integration Network