



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

Telephone:
Fax:
E-mail:

DRAFT

**Long Form Contract
for Services**

Between:

**Her Majesty the Queen in Right of
Canada** (referred to herein as "Canada"), as
represented by the Minister of Health, acting
through the Public Health Agency of Canada
(referred to herein as the "Minister")

And:

(INSERT FULL LEGAL NAME OF
CONTRACTOR)
(INSERT ADDRESS OF CONTRACTOR)
(INSERT ADDRESS OF CONTRACTOR)
(referred to herein as the "Contractor")

For:

The Performance of the Work described in
Appendix "A" – Statement of Work

C2. TITLE Process Evaluation of British Columbia Healthy Connections Project	
C3. SECURITY The Contractor and its personnel requiring access to sensitive information, assets or sensitive work site(s) must, at all times during the performance of the contract, hold a security screening at the Reliability Level issued by the Canadian and International Industrial Security Directorates of the Department of Public Works and Government Services Canada or PHAC integrated security services division.	
C4. CONTRACT PERIOD Start: 2017-10-31	
C5. CONTRACT NUMBER 08-15	
C8. CONTRACT DOCUMENTS <ol style="list-style-type: none"> 1. These Articles of Agreement (Section "C") 2. Supplementary Conditions (Section "I") 3. General Conditions (Section "II") 4. Terms of Payment (Section "III") 5. Intellectual Property (Section "IV") 6. Statement of Work (Appendix "A") <p>In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document appearing first on the above list shall prevail over the wording of the document subsequently appearing on the list.</p>	
C9. CONTRACT AMOUNT Subject to the Terms of Payment (Section "III"), the other terms and conditions of this contract, and in consideration for the performance of the Work, Canada shall pay the Contractor an all inclusive amount not to exceed 0.00, as detailed in section I.	
C10. INVOICES One (1) copy of each invoice is to be sent monthly to the Departmental Representative showing: <ol style="list-style-type: none"> a. the contract title, number and financial code; b. the date; c. a description of the Work performed; d. timesheets (if payment is based on hourly/per diem rates); e. evidences of actual cost (Cost Reimbursable Elements); f. the amount of the progress payment being claimed; g. the amount for any tax (including GST/HST); h. a notification as to the adequacy of the contract amount if: <ul style="list-style-type: none"> • it is 75% committed, or; • 4 months prior to the Contract End Date, or • It is considered to be inadequate for the completion of the Work. 	
C11. GOVERNING LAWS This contract must be governed by and construed in accordance with the laws in force in Ontario, Canada.	
C12. INTELLECTUAL PROPERTY The Canada Will Own Intellectual Property Rights as per Section "IV"	
C13. SIGNATURES This contract has been executed on behalf of the parties by their duly authorized representatives: AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR: _____ Signature _____ Corporate Seal _____ Print Name and Position AUTHORIZED REPRESENTATIVE OF THE MINISTER: _____ Signature _____ Type name and position	

SECTION "I" – SUPPLEMENTARY CONDITIONS

SC1 METHOD OF PAYMENT

Category	Per Diem
	0.00
	0.00
	0.00
	0.00
	0.00

Cost Reimbursable Elements	Budget
Miscellaneous expenses <i>reimbursed based on actual cost</i>	up to 0.00 including GST/HST
Travel and living expenses <i>reimbursed in accordance to TP4</i>	up to 0.00 including GST/HST

All Amounts are in Canadian dollars and exclude GST/HST unless specified otherwise.

SC2 Cost Breakdown:

SC2.1 Professional Services

For the Professional Services of Name and title of the resource (*name and title of the resource*), an all inclusive fixed per diem rate of \$0.00 for up to \$0.00 person-days, for a total estimated amount not to exceed \$0.00.

(If more than one individual is involved, repeat this clause as necessary, stating the name of each person.)

SC2.2 Estimated GST / HST \$0.00

SC2.4 Travel and Living Expenses (*optional*)

Travel and living expenses are not to exceed (*inclusive of GST or HST*) \$0.00

Subject to the prior authorization of the Departmental Representative, Travel and Living Expenses incurred in the performance of the work will be reimbursed, with no allowance for overhead and/or profit, within the limits permitted by the current Treasury Board Travel Directive. (Consult Section III, clause MP4.)

SC2.5 Miscellaneous or Unforeseen Expenses

Subject to the prior authorization of the Departmental Representative, miscellaneous expenses incurred in the performance of the work will be reimbursed at cost with no allowance for overhead costs and profit.

Choose one of the following as applicable:

- estimated miscellaneous expenses are not to exceed *(inclusive of GST/HST)* \$0.00
(To be used when the Contractor provides an estimate of such expenses)

SECTION "II" – GENERAL CONDITIONS

GC1. Interpretation

- 1.1. In the contract,
- 1.1.1. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
- 1.1.2. "Departmental Representative" means the officer or employee of Canada who is designated by the articles of agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.3. "Work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract.

GC2. Date of Completion of Work and Description of Work

- 2.1. The Contractor shall, between start date and end date specified in section C4 - Contract Period of the Articles of Agreement, perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Appendix A).

GC3. Successors and Assigns

- 3.1. The contract shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and permitted assigns.

GC4. Security

- 4.1. Subcontractors must obtain the equivalent level of screening or clearance as deemed required for the contractor.
- 4.2. All contracts and subcontracts with outside parties which contain security requirements are not to be awarded without prior written permission.

GC5. Assignment

- 5.1. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 5.2. No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Canada or the Minister.

GC6. Time of the Essence

- 6.1. Time is of the essence of the contract.
- 6.2. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Canada, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 6.3. The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans

including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

- 6.4. Unless the Contractor complies with the requirements of GC6.3, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 6.5. Notwithstanding that the Contractor has complied with the requirements of GC6.3, Canada may exercise any right of termination contained in GC9.0.

GC7. Indemnification

- 7.1. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees, servants, agents or subcontractors in performing the Work or as a result of the Work.
- 7.2. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from all costs, charges and expenses whatsoever that Canada sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the contract.
- 7.3. The Contractor's liability to indemnify, save harmless or reimburse Canada under the contract shall not affect or prejudice Canada from exercising any other rights under law.
- 7.4. The Contractor agrees that Canada shall not be liable for, and agrees to protect, indemnify and save harmless Canada, the Minister and their employees, servants and agents with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or agent of Canada while acting within the scope of his or her employment.

GC8. Notices

- 8.1. Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, telegram, facsimile or electronic mail addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, facsimile or electronic mail, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC9. Termination or Suspension for Convenience

- 9.1. The Minister may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed.
- 9.2. All Work completed by the Contractor to the satisfaction of Canada before the giving of notice shall be paid for by Canada in accordance with the provisions of the contract and, for all Work not completed before the giving of notice, Canada shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of the Work not completed.
- 9.3. In addition to the amount which the Contractor shall be paid under GC9.2, the Contractor shall be reimbursed for the Contractor's cost of, and incidental to, the cancellation of obligations incurred by the Contractor pursuant to the notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the Work.
- 9.4. Payment and reimbursement under the provisions of GC9.0 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part of the Work terminated.
- 9.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the Work or the particular part of the Work.
- 9.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC9.0, except as expressly provided.

GC10. Termination Due to Default of Contractor

- 10.1. The Minister may, by notice to the Contractor, terminate all or any part of the Work if:
- 10.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
- 10.1.2. the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the

Minister determines to be necessary to protect Canada against excess costs for the completion of the Work.

- 10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the Work or the particular part of the Work.
- 10.5. If, after the Minister issues a notice of termination under GC10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, the notice of termination shall be deemed to have been issued pursuant to GC9.1 and the rights and obligations of the parties shall be governed by GC9.0.

GC11. Records to be Kept by Contractor

- 11.1. The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including invoices, original receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts.
- 11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.
- 11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the contract or, in the absence of such specification, for a period of six years following completion of the Work.

GC12. Conflict of Interest

- 12.1. The Contractor agrees that its signature on the contract certifies that the government's rules on conflict of interest, summarized below, have been discussed with the Contractor, and that the Contractor complies in every respect with the rules.
- The government has adopted a policy to ensure that hiring and contracting of suppliers of goods and services must meet the highest ethical standards. The Minister wishes to make it clear that these standards will be scrupulously observed. The relevant portion of the policy precludes appointment not only of a Minister's immediate family, that is, Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in the House of Commons and the Senate. It applies, as well, to organizations outside of government in which such family members are employed in senior positions of authority including membership on boards of directors. The Contractor agrees that its signature on this contract certifies that it is aware of and will comply in every respect with this aspect of the government rules on conflict of interest.
- 12.2. No individual, to whom the post employment provisions of the federal *Conflict of Interest Act* or the *Values and Ethics Code for the Public Service* apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post employment provisions.

The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

GC13. Contractor Status

- 13.1. This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel

is engaged by the contract as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec pension plans, employment insurance, worker's compensation, or income tax.

GC14. Warranty by Contractor

- 14.1. The Contractor warrants that the Contractor is competent to perform the Work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the Work.
- 14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15. Member of Parliament

- 15.1. No Member of Parliament shall be admitted to any share or part of this contract or to any benefit to arise from this contract.

GC16. Protection of Work

- 16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to subcontractor information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the contract and shall remain the property of Canada or the third party, as the case may be. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the contract or at such earlier time as the Minister may require. This section does not apply to any information that:
- 16.1.1. is publicly available from a source other than the Contractor; or
- 16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 16.2. When the contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,
- 16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and
- 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

GC17. Certification - Contingency Fees

- 17.1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.
- 17.2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of this contract.
- 17.3. If the Contractor certifies falsely under this section or is in default of the obligations contained in this section, the Minister may either terminate this contract in accordance with the default provisions of this contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.
- 17.4. In this section:
- 17.4.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;
- 17.4.2. "employee" means a person with whom the Contractor has an employer/employee relationship;
- 17.4.3. "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act, R.S.C. 1985, c. 44 (4th supp.) as the same may be amended from time to time.

GC18. Work Force Reduction Programs

- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this contract, shall make available to the Departmental Representative any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.

GC19. Amendments

- 19.1. No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC20. Replacement Personnel

- 20.1. The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:
- 20.2.1. the reason for the removal of the named person from the project;
- 20.2.2. the name of the proposed replacement;
- 20.2.3. an outline of the qualifications and experience of the proposed replacement;
- 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work.

- Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.
- GC21. Criminal Code of Canada**
- 21.1. The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:
- 21.1.1. Section 121, Frauds on the government;
- 21.1.2. Section 124, Selling or purchasing office; or
- 21.1.3. Section 418, Selling defective stores to Canada.
- 21.2. It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada, from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.
- GC22. Inspection/Acceptance**
- 22.1. All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction.
- GC23. Non-Residents**
- 23.1. If the Contractor is not a Canadian Resident, the Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of fifteen (15) percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.
- GC24. Title**
- 24.1. Except as otherwise provided in the contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the contract, upon any payment being made to the Contractor for or on account of materials, parts, work-in-process or finished work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the contract, the risk of loss or damage to the materials, parts, work-in-process or finished work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, work-
- in-process or finished work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the contract.
- 24.5. Where title to any materials, parts, work-in-process or finished work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

SECTION "III" – TERMS OF PAYMENT

TP1. Payment

- 1.1. Payments under this contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 1.2. Subject to parliamentary appropriation of funds and to TP1.1, payment by the Minister for the Work shall be made:
 - 1.2.1. in the case of an advance payment, within thirty (30) days of the signing of this contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
 - 1.2.2. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
 - 1.2.3. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 1.3. For purposes of this contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 1.4. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 1.5. If Canada has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection.
- 1.6. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days only results in the date specified in TP1.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.7. Notwithstanding any other provision of the contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

TP2. Interest on Overdue Accounts

- 2.1. For the purposes of this section:
 - (a) "average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (b) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the contract; and
 - (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any

amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

TP3. Appropriation

- 3.1. In accordance with section 40 of the Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

TP4. Travel and Living Expenses

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv-1_e.html) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta1_e.asp#_Toc65556472 and http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp).

Travel and living expenses are considered to be part of the total cost of the Contract. Expenses which exceed the Directive will not be paid. Prior authorization from the Departmental Representative for projected travel and living expenses is required.

4.1. General

- 4.1.1. Travel and living expenses are to be claimed at actual cost but are not to exceed current Treasury Board Secretariat guidelines.
- 4.1.2. A statement indicating the names of travellers; places visited; dates and length of visits; and purpose of travel must be submitted with each claim for travel and living expenses.
- 4.1.3. Insurance for all methods of travel; accidents; illness; cancellations; immunizations; and other obligations are the sole responsibility of the Contractor.

4.2. Method of Transportation

- 4.2.1. **Air travel.** The standard for air travel is economy class only. Upgrades to Business or First class are the sole financial responsibility of the Contractor.
- 4.2.2. **Rail Travel.** The standard for rail travel is the next higher class after the full economy class.
- 4.2.3. **Rental vehicle.** The standard for rental vehicles is mid size. Vehicle rental must be pre-approved by the Departmental Representative.
- 4.2.4. **Private vehicle.** The Contractor may claim only for distances necessarily driven solely on government business, using the most direct, safe and practical road routes. The rate per kilometre which is payable is specified in the current Treasury Board Secretariat Travel Directive. Insurance is the responsibility of the Contractor. PHAC will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

4.3. Meal, accommodation, transportation and other allowances

- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required.

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| 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Original receipts are required. | 4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the cost of an event or other function. |
| 4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required. | 4.3.6. Professional fees, or similar equivalent costs cannot be claimed for travel time. |
| 4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances per day are paid, as specified in the current Treasury Board Secretariat Travel Directive. Original receipts are required, except when private, non-commercial accommodation is used. | 4.3.7. Original receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Photocopies are not claimable. |
| | 4.3.8. Luxury accommodation is not permitted. |
| | 4.3.9. Entertainment is not an allowable expense. |

SECTION "IV" – INTELLECTUAL PROPERTY

IP2. Crown to Own Intellectual Property Rights**2.1. Interpretation**

In the contract,

- 2.1.1. "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other supplier of the Contractor;
- 2.1.2. "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 2.1.3. "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the contract and all other Technical Information conceived, developed or produced as part of the Work under the contract;
- 2.1.4. "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- 2.1.5. "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 2.1.6. "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 2.1.7. "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the contract.
- 2.2. **Disclosure of Foreground Information**
- 2.2.1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the contract may require.
- 2.2.2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the contract or which the Minister reasonably deems pertinent to the identification of Foreground Information.

2.3. Canada to Own Intellectual Property Rights in Foreground Information

- 2.3.1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- 2.3.2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

- 2.3.3. (i) For greater certainty, the Contractor agrees that where the Work under the contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, Working paper and note thereof that contains such information, data, or personal information upon completion or termination of the contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting subsection 1.4.1, if the Work under the contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- 2.3.4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford that Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

2.4. License to Intellectual Property Rights in Contractor's Background Information

- 2.4.1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 - (c) for disclosure to any Contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;
- and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 2.4.2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2.4.2 shall not include the right to reproduce the whole or part of any deliverable under the contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 2.4.3. Notwithstanding subsections 2.4.1 and 2.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the contract.
- 2.4.4. The Contractor acknowledges that, subject to paragraph (c) of subsection 2.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 2.4.1 and 2.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any Contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the Contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 2.4.5. Where the Intellectual Property Rights in any Background Information are owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with subsections 2.4.1 and 2.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Background Information.
- 2.5. **Right to License**
- 2.5.1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the contract.
- 2.6. **Access to Information; Exception to Contractor Rights**
- 2.6.1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the contract that is confidential information or a trade secret of the Contractor or a subcontractor.
- 2.6.2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the contract), for any reason including as a result of Canada's use or disclosure of deliverables under the contract for any purpose whatever that is not expressly excluded under the contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- 2.7. **Waiver of Moral Rights**
- 2.7.1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the contract.
- 2.7.2. If the Contractor is an author of the Foreground Information referred to in subsection 2.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

APPENDIX “A” – STATEMENT OF WORK (SOW)**1. Scope**

1.1. Title

Process Evaluation of British Columbia Healthy Connections Project (BCHCP).

1.2. Introduction

The British Columbia Healthy Connections Project (BCHCP) is scheduled to begin in spring 2013 and its effectiveness compared to baseline services will be evaluated by a randomized controlled trial (RCT). The Public Health Agency of Canada (PHAC) has a requirement to have evaluated the process of implementing the BCHCP. The BCHCP is a Canadian adaptation of the Nurse-Family Partnership (NFP), an American program of prenatal and infancy home visiting proven to improve health and development outcomes for young, socially disadvantaged first time mothers and their children. As such it is of key interest in terms of PHAC's commitment to prevent mental illness, promote health, and support determinants of health in vulnerable populations. The NFP is defined by 18 model elements (e.g., client participation is voluntary; client has low income; client is a first-time mother; client is visited in her home; nurse home visitors apply the visit guidelines, individualized to the strengths and challenges of each family; nurse home visitor has no more than 25 clients; visits begin in pregnancy and continue until child's second birthday). The nurses need to learn the program, then implement it with enrolled families. The Process Evaluation is necessary in order to inform PHAC how the NFP could be used in Canada, including in rural and remote regions, to further key Health Portfolio objectives.

1.3. Objectives of the Requirement

The objectives are to design, conduct, and share an evaluation of the process of implementing an adapted version of the NFP in Canada (32 health agencies in British Columbia). The process evaluation must include some, (but not be limited to) health agencies participating in the RCT. The expected results of the process evaluation are a series of at least three peer-reviewed publications describing the successful completion of the process evaluation, and the production of materials that could be used in future implementations of the program and in evaluations of any future implementations.

1.4. Background and Specific Scope of the Requirement

The BC Government, in partnership with academic and other partners, is implementing a Canadian adaptation of NFP (named BCHCP). The effects of the BCHCP on mother/infant participants (compared to mother/infant nonparticipants who receive standard services) will be assessed by an RCT. The BCHCP is funded by the BC Ministry of Health, with support from the BC Ministry of Children and Family Development and five participating Health Authorities. The scientific evaluation of effectiveness (RCT) is being conducted by the Children's Health Policy Centre at Simon Fraser University, in collaboration with McMaster University. The RCT is scheduled to begin in fall of 2013 and last four years.

Because the NFP shows promise over 30 years of American testing, it has high potential in British Columbia, and high future potential to be used in other parts of Canada to meet key Health portfolio objectives. These key objectives include but are not limited to preventing mental illness and addressing health disparities in high risk groups. Therefore, PHAC will contract with a team of researchers to design, conduct, and report on an evaluation of the process of adapting and implementing the BCHCP.

A research protocol suitable for peer reviewed publication will be prepared. Emerging themes will be identified and discussed in at least two additional peer-review quality publications. Themes will include but not be limited to: Delivery of NFP to families in rural and remote locations; Adaptation of the NFP

to meet the needs of special populations (e.g., mothers who are very young, homeless, living with learning disabilities); Impact of NFP program on professional nursing practice..

Summary of deliverables (See 2.1 Requirement, below, for details):

Year 1: Process evaluation research protocol suitable for ethics review; focus group facilitation guides; 8 interview guides; plan for data source collection and review; development and distribution of first NFP Canada newsletter.

Year 1 to Year 4: (deliverables recur as clients move through the BCHCP and the program is adapted to their emerging needs.) Materials associated with conduct of interviews and focus groups with program delivery personnel will be produced for each cycle of interviews. Similarly, necessary modifications to the program education materials and delivery methods will be made and evaluated. Progress will be described in newsletters circulated to interested parties and in progress reports to the Public Health Agency of Canada. The contents of interviews and focus groups will be transcribed and analysed, and a codebook developed to assist in analysis. Reports will be made pertaining to: summary of data collection (# documents, # interviews, # focus groups); document analysis, service delivery, and information and knowledge transfer activities.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
Year 1 October 2013 → September 2014	Design process evaluation of BCHCP including details on sampling and recruitment, data collection, data sources, data analysis and a project timeline. The process evaluation must sample some sites involved in the RCT and sites not involved in the RCT. A brief integrated knowledge translation plan is to be included. The process evaluation will include (but not necessarily be limited to the activities specified in this Statement of Work.	Process evaluation protocol
	Submit process evaluation protocol for ethics review in necessary institutions	Ethics review Board approvals from any necessary institutions.
	In collaboration with key stakeholders develop and write the semi-structured facilitation guides for focus groups waves 1-8, with public health nurses (RCT sites only). This will include the final version of the interview facilitation guide for focus group #1 (1 of 8) and draft versions of the guides for focus groups #2-8.	Focus group facilitation guides: <ul style="list-style-type: none"> Final version facilitation guide for focus group #1 Draft versions facilitation guides #2-8 (to be conducted across four-year process evaluation)
	Write one-on-one semi-structured interview guides for ongoing data collection (semi-annual across 4 years) with public health nurses, supervisors and the provincial NFP coordinator.	Interview Guides: <ul style="list-style-type: none"> 8 interview guides: Public health nurses (process evaluation sites only; remote & rural communities). Submit final version for interview #1; draft versions #2-8. 8 interview guides: Supervisors (all

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
		<p>included RCT and process evaluation sites which include urban communities, remote & rural communities). Submit final version for interview #1; draft versions #2-8.</p> <ul style="list-style-type: none"> • 8 interview guides : NFP nurse consultant. Submit final version interview #1; draft versions #2-8.
	<p>Map out concepts to be explored within the process evaluation and data sources to be reviewed (e.g., relevant databases, government data sources, process to obtain meeting minutes from implementing agencies).</p> <p>Determine & map out which data to collect at what time.</p> <p>Identify key constructs to guide document analysis. Develop table to guide document analysis.</p>	<p>Plan for data source collection and review</p> <ul style="list-style-type: none"> • Draft table for document analysis summary
	<p>In consultation with key stakeholders, including public health nurses, BC provincial ministry decision-makers, and NFP National Service Office staff (US), identify on-going recommendations for updates and edits to the Canadian NFP guidelines and instructions.</p> <p>This work with the Canadian NFP guidelines and instructions includes but is not limited to discussion of procedures and content for providing nurse education around infant-parent attachment; and to identify relevant process evaluation questions for assessing nurse education related to this topic.</p>	<p>Summary of necessary revisions to pregnancy, infancy and toddler guidelines & instructions. Through a secure website, provide all BCHCP-involved nurses and supervisors with electronic access to all updated NFP curriculum and guideline materials.</p> <p>Means to assess nurse education will be reflected in the relevant interview guides.</p>
	<p>Assess supervisor and nurse education needs and draft education modules to meet the needs</p> <ul style="list-style-type: none"> • E.g., education modules for supervisors on reflective supervision • E.g., education modules for BCHCP-involved nurses working with families experiencing intimate partner violence, child maltreatment, parental mental illness, substance abuse. 	<p>Draft education modules for BCHCP-involved nurses and supervisors</p>
	<p>Using both deductive and inductive approaches, develop a codebook (using NVivo or a similar appropriate program) to guide analysis of all qualitative data emerging from interviews and focus groups. Definitions for each code to be included.</p>	<p>Draft Codebook</p>
	<p>Respond to any emerging concerns and</p>	<p>Research ethics board amendments, as necessary</p>

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	developments that pertain to research ethics boards.	
	Develop draft manuscript outlining process evaluation research protocol.	Draft version of research protocol suitable for peer reviewed publication
	<p>Recruit and obtain consent of public health nurses, supervisors and NFP provincial nurse consultant to participate in process evaluation.</p> <p>Interview #1: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator.</p> <p>Focus Group #1: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time.</p> <p>Transcription and cleaning of digitally recorded interview data.</p> <p>First and second level coding of interview data (NVivo or similar program)</p> <p>Completion and review of field notes for each interview.</p> <p>Complete participant contact information and collect demographic data.</p>	<p>Progress report of 10 pages or less (Wave 1 interviews and focus groups) including summary of:</p> <ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes
	<p>Interview #2: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator.</p> <p>Focus Group #2: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time.</p> <p>Transcription and cleaning of digitally recorded interview data.</p> <p>First and second level coding of interview data (NVivo or similar program)</p> <ul style="list-style-type: none"> • Completion and review of field notes for each interview. 	<p>Progress report of 10 pages or less (Wave 2 interviews and focus groups) including summary of:</p> <ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes
	<p>Identify procedure for collecting and anonymizing meeting documents.</p> <p>Collect and analyze meeting documents (e.g., minutes from supervisor community of practice, consultant-coordinator meetings, RCT and</p>	Document analysis summary report of 2-4 pages (12 month summary)

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	process evaluation site team meetings). Summarize emerging issues and strategies used to resolve issues.	
	Collect aggregate data from provincial databases on home visiting service delivery metrics, including, but not limited to: <ul style="list-style-type: none"> • enrollment • retention • number of home visits • length of home visits • type of home visits • % of each content domain reviewed 	Service delivery report of 1-2 pages (basic numbers report)
	Ongoing knowledge translation to keep stakeholders informed of the process and emerging evidence. Plain language summary and update of emerging findings from BCHCP RCT and process evaluation disseminated to range of stakeholders (decision makers, researchers, clinicians, collaborators)	2 NFP Canada Newsletters developed and circulated
Year 2 October 2014 →September 2015	Drawing upon emerging challenges, practice strategies and other relevant concepts, revise interview guides to allow for further examination and clarification of these topics at each site. Make revisions to Wave 3 and 4 interview and focus group guides	Revised, and final versions, of the following interview guides: <ul style="list-style-type: none"> • Interview #3 and #4 (public health nurses, process evaluation) • Interview #3 and #4 (supervisors) • Interview #3 and #4 (nurse coordinator) • Focus groups #3 and #4 (public health nurses, RCT)
	Updated codebook for all qualitative data to reflect new emerging concepts	Revised analytic codebook
	Interview #3: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator. Focus Group #3: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time. Transcription and cleaning of digitally recorded interview data. First and second level coding of interview data (NVivo) Completion and review of field notes for each interview.	Progress report of 10 pages or less (Wave 3 interviews and focus groups) including summary of: <ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes
	Interview #4: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all	Progress report of 10 pages or less (Wave 4 interviews and focus groups) including summary of:

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	<p>sites) and NFP provincial coordinator.</p> <p>Focus Group #4: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time.</p> <p>Transcription and cleaning of digitally recorded interview data.</p> <p>First and second level coding of interview data (NVivo or similar program)</p> <p>Completion and review of field notes for each interview.</p>	<ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes
	<p>Collect and analyze meeting documents (e.g., minutes from supervisor community of practice, consultant-coordinator meetings, RCT and process evaluation site team meetings). Summarize emerging issues and strategies used to resolve issues.</p>	<p>Document analysis summary report of 2-4 pages (0-24 month summary)</p>
	<p>Collect aggregate data from provincial databases on home visiting service delivery metrics, including, but not limited to:</p> <ul style="list-style-type: none"> • enrollment • retention • number of home visits • length of home visits • type of home visits • % of each content domain reviewed 	<p>Service delivery report of 1-2 pages (basic numbers report)</p>
	<p>Using feedback from key stakeholders, finalize NFP nurse education modules; initiate plan for delivery of ongoing nurse education</p>	<p>Description of final NFP nurse education modules and delivery plan</p>
	<p>Using feedback from key stakeholders, finalize NFP supervisors education modules; initiate plan for delivery of ongoing supervisor education.</p>	<p>Description of final NFP supervisor education modules and delivery plan</p>
	<p>Finalize research protocol manuscript and submit to an Open-Access peer-reviewed journal.</p>	<p>Final version of submitted research protocol manuscript.</p>
	<p>In consultation with key stakeholders, including public health nurses, BC provincial ministry decision-makers, and NFP National Service Office staff (US), identify on-going recommendations for updates and edits to the Canadian NFP guidelines and instructions.</p> <p>Make revisions to pregnancy, infancy and toddler guidelines.</p>	<p>Summary of changes and additions to the NFP guidelines (pregnancy, infancy, toddler)</p>
	<p>Ongoing knowledge translation to keep stakeholders informed of the process and</p>	<p>Circulation of 3 NFP Canada Newsletters Summary of integrated knowledge transfer</p>

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	emerging evidence. Plain language summary and update of emerging findings from BCHCP process evaluation disseminated to range of stakeholders (decision makers, researchers, clinicians, collaborators)	activities
Year 3 October 2015 → September 2016	Drawing upon emerging challenges, practice strategies and other relevant concepts, revise interview guides to allow for further examination and clarification of these topics at each site. Make revisions to Wave 5 and 6 interview and focus group guides	Revised, and final versions, of the following interview guides: <ul style="list-style-type: none"> ● Interview #5 and #6 (public health nurses, process evaluation) ● Interview #5 and #6 (supervisors) ● Interview #5 and #6 (nurse coordinator) ● Focus groups #5 and #6 (public health nurses, RCT)
	Updated codebook for all qualitative data to reflect new emerging concepts	Revised analytic codebook
	Interview #5: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator. Focus Group #5: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time. Transcription and cleaning of digitally recorded interview data. First and second level coding of interview data (NVivo or similar program) Completion and review of field notes for each interview.	Progress report of 10 pages or less (Wave 5 interviews and focus groups) including summary of: <ul style="list-style-type: none"> ● Process evaluation team activities (meetings) ● Recruitment ● Summary of data collection (# documents, # interviews, #focus groups) ● Transcription activities (#hours of transcription completed) ● Emerging themes
	Interview #6: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator. Focus Group #6: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time. Transcription and cleaning of digitally recorded interview data. First and second level coding of interview data (NVivo or similar program) Completion and review of field notes for each	Progress report of 10 pages or less (Wave 6 interviews and focus groups) including summary of: <ul style="list-style-type: none"> ● Process evaluation team activities (meetings) ● Recruitment ● Summary of data collection (# documents, # interviews, #focus groups) ● Transcription activities (#hours of transcription completed) ● Emerging themes

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	interview.	
	Collect and analyze meeting documents (e.g., minutes from supervisor community of practice, consultant-coordinator meetings, RCT and process evaluation site team meetings). Summarize emerging issues and strategies used to resolve issues.	Document analysis summary report of 2-4 pages (0-36 month summary)
	Collect aggregate data from provincial databases on home visiting service delivery metrics, including, but not limited to: <ul style="list-style-type: none"> • enrollment • retention • number of home visits • length of home visits • type of home visits • % of each content domain reviewed 	Service delivery report of 1-2 pages (basic numbers report)
	In consultation with key stakeholders, including public health nurses, BC provincial ministry decision-makers, and NFP National Service Office staff (US), identify on-going recommendations for updates and edits to the Canadian NFP guidelines and instructions. Make revisions to pregnancy, infancy and toddler guidelines.	Summary of changes and additions to the NFP guidelines (pregnancy, infancy, toddler)
	Analyse and discuss this implementation of NFP in regard to key issues and in the context of current research and theory	Draft reports on three or more themes, including but not limited to: <ul style="list-style-type: none"> • Delivery of NFP to families in rural and remote locations • Adaptation of the NFP to meet the needs of special populations (e.g., mothers who are very young, homeless, living with learning disabilities) • Impact of NFP program on professional nursing practice Each theme to be discussed in 10 pages or less.
	Identify a core emerging theme or issue within the process evaluation and draft a manuscript outline suitable for submission to an Open Access peer-reviewed journal. (This core theme or issue may be one previously identified and discussed in a draft report.)	Detailed outline of a manuscript suitable for submission and publication in a peer-reviewed journal
	Ongoing knowledge translation to keep stakeholders informed of the process and emerging evidence. Plain language summary and update of emerging findings from BCHCP process evaluation disseminated to range of	Circulation of 3 NFP Canada Newsletters Summary of integrated knowledge transfer activities

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	stakeholders (decision makers, researchers, clinicians, collaborators)	
Year 4 October 2016 → September 2017	<p>Drawing upon emerging challenges, practice strategies and other relevant concepts, revise interview guides to allow for further examination and clarification of these topics at each site.</p> <p>Make revisions to Wave 7 and 8 interview and focus group guides</p>	<p>Revised, and final versions, of the following interview guides:</p> <ul style="list-style-type: none"> • Interview #7 and #8 (public health nurses, process evaluation) • Interview #7 and #8 (supervisors) • Interview #7 and #8 (nurse coordinator) • Focus groups #7 and #8 (public health nurses, RCT)
	Identify a core emerging theme or issue within the process evaluation and draft a manuscript outline suitable for submission to an Open Access peer-reviewed journal. (This core theme or issue may be one previously identified and discussed in a draft report.)	Detailed outline of a manuscript suitable for submission and publication in a peer-reviewed journal
	Updated codebook for all qualitative data to reflect new emerging concepts	Final analytic codebook
	<p>Interview #7: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator.</p> <p>Focus Group #7: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time.</p> <p>Transcription and cleaning of digitally recorded interview data.</p> <p>First and second level coding of interview data (NVivo or similar program)</p> <p>Completion and review of field notes for each interview.</p>	<p>Progress report of 10 pages or less (Wave 7 interviews and focus groups) including summary of:</p> <ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes
	<p>Interview #8: Schedule and conduct 1:1 interviews (telephone) with all public health nurses (process evaluation sites), supervisors (all sites) and NFP provincial coordinator.</p> <p>Focus Group #8: Schedule and conduct focus group with public health nurses in RCT sites. Estimate conducting five distinct focus groups at this time.</p> <p>Transcription and cleaning of digitally recorded interview data.</p>	<p>Progress report of 10 pages or less (Wave 8 interviews and focus groups) including summary of:</p> <ul style="list-style-type: none"> • Process evaluation team activities (meetings) • Recruitment • Summary of data collection (# documents, # interviews, #focus groups) • Transcription activities (#hours of transcription completed) • Emerging themes

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
	<p>First and second level coding of interview data (NVivo or similar program)</p> <p>Completion and review of field notes for each interview.</p>	
	<p>Collect and analyze meeting documents (e.g., minutes from supervisor community of practice, consultant-coordinator meetings, RCT and process evaluation site team meetings). Summarize emerging issues and strategies used to resolve issues.</p>	Document analysis summary report of 2-4 pages (0-48 month summary)
	<p>Collect aggregate data from provincial databases on home visiting service delivery metrics, including, but not limited to:</p> <ul style="list-style-type: none"> • enrollment • retention • number of home visits • length of home visits • type of home visits • % of each content domain reviewed 	Service delivery report of 1-2 pages (basic numbers report)
	<p>In consultation with key stakeholders, including public health nurses, BC provincial ministry decision-makers, and NFP National Service Office staff (US), identify on-going recommendations for updates and edits to the Canadian NFP guidelines and instructions.</p> <p>Make revisions to pregnancy, infancy and toddler guidelines.</p>	Summary of changes and additions to the NFP guidelines (pregnancy, infancy, toddler)
	<p>Build on the manuscript outline for the core emerging theme or issue selected in year three and finalize manuscript suitable for submission to an Open Access peer-reviewed journal.</p>	Final manuscript submitted for publication to an Open-Access peer-reviewed journal
	<p>Identify a core emerging theme or issue within the process evaluation and draft a manuscript outline suitable for submission to an Open Access peer-reviewed journal. (This core theme or issue may be one that has been previously identified and discussed in a draft report.)</p>	Detailed outline of a manuscript suitable for submission and publication in a peer-reviewed journal
	<p>Analyse and discuss this implementation of NFP in regard to key issues and in the context of current research and theory</p>	<p>Final reports on three or more themes, including but not limited to:</p> <ul style="list-style-type: none"> • Delivery of NFP to families in rural and remote locations • Adaptation of the NFP to meet the needs of special populations (e.g., mothers who are very young, homeless, living with learning disabilities)

<u>Time</u>	<u>Activities</u>	<u>Deliverables</u>
		<ul style="list-style-type: none"> Impact of NFP program on professional nursing practice <p>Each theme will be discussed in 10 pages or less.</p>
	<ul style="list-style-type: none"> Ongoing knowledge translation to keep stakeholders informed of the process and emerging evidence. Plain language summary and update of emerging findings from BCHCP process evaluation disseminated to range of stakeholders (decision makers, researchers, clinicians, collaborators) 	Circulation of 3 NFP Canada Newsletters 5-10 pages summary of integrated knowledge transfer activities during Process Evaluation.
	Synthesize findings from all data sources (documents, interviews, focus groups, service delivery statistics)	Final Process Evaluation Report (30-50 pages), including executive summary and full report of synthesized findings from all data sources.

2.2. Specifications and Standards

The work will be delivered by electronic files emailed to the project authority. It will be measured as completed as specified in the Statement of Work, above. Also see table in 2.4, below. In general terms, all work must be performed to a high standard, in keeping with academic-level research and reporting to be described in quality peer-reviewed scientific publications.

2.3. Technical, Operational and Organizational Environment

The work will be performed within the roll out of the BCHCP, as described in 1.2, above, and will be performed in parallel with the RCT assessing the effectiveness of the BCHCP, as compared to baseline services. The ultimate end user of the requirement is the Public Health Agency of Canada and, through knowledge created by this evaluation and transferred through peer-reviewed scientific publications, other end users will be those concerned with public health policy and intervention research (e.g., provincial/territorial and federal government agencies within Canada and internationally).

2.4. Method and Source of Acceptance

The table shows how each type of deliverable will be evaluated to determine whether the work is acceptable or not.

Deliverable type	Examples of deliverables	Assessment
Plans, guides for focus groups/interviews	<ul style="list-style-type: none"> Process evaluation protocol Draft plan for data source collection and review Final plan for data source collection and review Draft focus group facilitation guides Final focus group facilitation guides Draft Interview guides (public health nurses, supervisors, NFP nurse consultant) Final Interview guides (public health nurses, supervisors, NFP nurse consultant) 	To assess plans and guides, the Project Authority will review the work and determine whether it is: 1) in keeping with the overall intent of the BCHCP process evaluation as expressed in the Statement of Work and supporting documentation and 2) complete, thorough, and feasible (given time and other constraints).

Progress reports	<ul style="list-style-type: none"> • Document analysis summary report • Service delivery report • Progress report following each wave of interviews 	To assess progress reports, the Project Authority will review the work and determine whether it is: 1) in keeping with the overall intent of the process evaluation as expressed in the Statement of Work and supporting documentations; and 2) of acceptable thoroughness, clarity and completeness.
Drafts of papers being prepared for peer-reviewed publication		To assess drafts, social and health scientists within PHAC who have experience in the academic peer-review publication process will review the work and determine that it is of acceptable thoroughness, clarity, and completeness.
External approvals, acceptances	<ul style="list-style-type: none"> • Ethics review board approvals from any necessary institutions. • Work submitted to peer-review publication 	Assessment of work of this type will be objective: the project authority will note whether or not the ethics review board approves; whether or not the publication to which the work was submitted accepts the work.

2.5. Reporting Requirements

As described in the Statement of Work, the Contractor is expected to provide regular progress reports of various types (e.g., document summary reports). Acceptable formats are electronic copies of documents delivered in e-mail attachment to the Project Authority. Newsletters will be submitted in the paper or pdf format in which they are distributed to stakeholders.

2.6. Project Management Control Procedures

The Project Authority will monitor and control the work through evaluation of the progress reports and through semi-annual meetings to discuss and resolve any issues that arise in the course of the work that might affect the Contractor’s ability to perform the work. To ensure the deliverables will be brought in on time, on budget and with acceptable quality, the individual identified in the proposal as the Project Authority or Technical Authority will review the plans and progress, as specified in the Statement of Work. This review will be conducted in a timely manner and any concerns will be clearly expressed to the Contractor in writing.

3. Additional Information

3.1. Authorities

To be provided on contract award.

3.2. Canada’s Obligations

Canada will provide to the Contractor:

- access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.

- access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- access to a staff member who will be available to coordinate activities
- provide comments on draft reports within five (5) working days
- provide other assistance or support.

3.3. Contractor's Obligations

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.
- Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and must remain so vested at all times.
- For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.
- The Contractor must label all equipment/furnishings as being the property of Canada.
- Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings must remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor must take reasonable and proper care of the equipment/furnishings.

3.4. Location of Work, Work site and Delivery Point

The majority of the work is expected to be completed at the contractor's facilities.. Data collection from telephone interviews can be conducted from any location; focus groups will be conducted in various locations throughout British Columbia. The Contractor will need to be available for semi-annual meetings with the PHAC project authority. Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

3.5. Language of Work

The work must be conducted in English.

3.6. Special Requirements

As indicated in the Mandatory Criteria of the Request for Proposals, the Contractor must have an agreement with the (American) Nurse-Family Partnership (NFP) National Service Office in order to access and use their copywritten material. The requirement involves data collection but not a public opinion survey.

3.7. Security Requirements

It is a condition that, prior to performance of any Work, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the reliability level.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE #: 1000144461**

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening** (DOS), with approved **Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. Processing of **PROTECTED** materiel electronically at the Contractor/Offeror's site is **NOT** permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____; n/a
 - (b) *Industrial Security Manual* (Latest Edition).

3.8 Insurance Requirements

The Contractor must obtain and maintain an appropriate level of professional liability insurance coverage.

3.9 Travel and Living

The senior researcher and intermediate researcher must be available to travel to sites in which the Process Evaluation will be conducted (sites to be determined in the course of the project [process evaluation protocol, sampling]). All sites will be in British Columbia. Each resource must be available to travel for eight site visits.

Exact date(s) and locations will be determined by the Departmental Representative upon award of contract, in keeping with the Treasury Board Travel Directive. Payment for travel and living expenses must be made in accordance to the terms of payment and the Treasury Board Travel Directive and preauthorized by the Project Authority.

4. Project Schedule

4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately four years commencing on or about October 2013. The expected completion date of this project is October 2017.

4.2. Schedule and Estimated Level of Effort (Work Breakdown Structure)

See 2.1.

5. Required Resources or Types of Roles to be Performed

5.1.

The proposed team assigned for the project by the Contractor will include the following resources:

Senior Researcher (1) (minimum of one)

Intermediate Researchers (minimum of one)

The following resource(s) may also be proposed:

Research Assistants

This research team may also be assisted by Administrative Support resources.

This is a competitive requirement and thus information about the specific expertise for each role is presented in the RFP in matrix form.

6. Applicable Documents and Glossary

6.1. Applicable Documents

As specified in 1.2, 1.3, 1.4, 2.1 (above), the work will need to be completed in the context of the British Columbia project called the BCHCP and the randomized controlled trial of its effectiveness. Further information about the BCHCP and about the adaptations of NFP for Canadian contexts can be found at these urls: <http://www.healthyfamiliesbc.ca/home/bc-healthy-connections-project> and <http://nfp.mcmaster.ca/>.

Relevant Terms, Acronyms and Glossaries

All terms and acronyms are explained when first used in the body of the Statement of Work.