Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada

**RETURN BIDS TO:**
**RETOURNER LES SOUMISSIONS À:**

**Aaron Wong-Sing**
**Place du Portage, Phase III**
**12C1**
**11 Laurier St.\11, rue Laurier**
**Gatineau**
**Québec**
**K1A 0S5**
**Bid Fax: (819) 934-1235**

# LETTER OF INTEREST
# LETTRE D'INTÉRÊT

| | |
|---|---|
| **Title - Sujet**<br>HICPS | |
| **Solicitation No. - N° de l'invitation**<br>HT426-144642/C | **Date**<br>2016-05-13 |
| **Client Reference No. - N° de référence du client**<br>HT426-144642 | **GETS Ref. No. - N° de réf. de SEAG**<br>PW-$$XF-008-30198 |
| **File No. - N° de dossier**<br>008xf.HT426-144642 | **CCC No./N° CCC - FMS No./N° VME** |
| **Solicitation Closes - L'invitation prend fin**<br>**at - à 02:00 PM**<br>**on - le 2016-07-20** | **Time Zone**<br>**Fuseau horaire**<br>Eastern Daylight Saving Time EDT |
| **F.O.B. - F.A.B.** Specified Herein - Précisé dans les présentes<br>**Plant-Usine:** ☐ **Destination:** ☐ **Other-Autre:** ☑ | |
| **Address Enquiries to: - Adresser toutes questions à:**<br>Wong-Sing, Aaron | **Buyer Id - Id de l'acheteur**<br>008xf |
| **Telephone No. - N° de téléphone**<br>(819) 420-2213 ( ) | **FAX No. - N° de FAX**<br>(819) 934-1235 |
| **Destination - of Goods, Services, and Construction:**<br>**Destination - des biens, services et construction:**<br>Specified Herein<br>Précisé dans les présentes | |

**Comments - Commentaires**

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**
**Raison sociale et adresse du fournisseur/de l'entrepreneur**

| | |
|---|---|
| **Delivery Required - Livraison exigée**<br>See Herein | **Delivery Offered - Livraison proposée** |
| **Vendor/Firm Name and Address**<br>**Raison sociale et adresse du fournisseur/de l'entrepreneur**<br><br>**Telephone No. - N°de téléphone**<br>**Facsimile No. - N° de télécopieur** | |
| **Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)**<br>**Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**<br><br>**Signature** **Date** | |

**Issuing Office - Bureau de distribution**
Health Services Project Division (XF)/Division des projets de services de santé (XF)
Place du Portage, Phase III, 12C1
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Canada

Health Canada

# Health Information and Claims Processing Services

Request for Information #2

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## Purpose and Contents of this Request for Information

This is the Request for Information (RFI) #2 pertaining to the Health Information and Claims Processing Services (HICPS) for Health Canada (HC). The purpose of this RFI #2 is to engage with and elicit feedback from industry in regards to the Health Information and Claims Processing Services. The general contents of this Request for Information document are:

- **PART I – Request For Information Process**: Information about the intent of this Request for Information and the procedure for industry to follow for responding to this Request for Information;

- **PART II – Outcomes from Engagement Phase 1; Information Management, Privacy and Security; NIHB Service Delivery Model; Aboriginal Participation Component; and Proposed Engagement Approach**: Summary of findings from RFI #1, Industry Engagement Information Session #1, and One-on-One Sessions #1; Health Canada's requirements regarding Information Management Privacy, and Security; A description of the NIHB Service Delivery model, including comparisons to Private or Other Plans and responses to questions posed by industry during Engagement Phase 1; a description of the proposed Aboriginal Participation Component structure; and the proposed Engagement Approach;

- **PART III – Questions to Industry**: Questions asked to elicit feedback from industry that will help Canada define its technical requirements, commercial requirements, Aboriginal Participation Component, as well as to inform of any challenges respondents may foresee;

- **Annex A – Glossary of Terms and Acronyms**

- **Annex B – Non-Insured Health Benefits Program Annual Report 2014/15**

- **Annex C – Aboriginal Business Capacity**

- **Annex D - Rules of Engagement**: Respondents wishing to participate in the additional engagement activities must complete, sign, and return this form;

- **Annex E – Registration Form for Working Group Sessions #2**: Respondents wishing to participate in the additional engagements activities should register using this form; and

- **Annex F – Working Group Sessions #2 Draft Agenda and Schedule.**

# PART I: REQUEST FOR INFORMATION PROCESS

## 1. Introduction

This is the Request for Information #2 pertaining to the Health Information and Claims Processing Services for Health Canada.

The objective of the HICPS Project is to acquire, through procurement, a private sector contractor to administer a portion of Health Canada's Non-Insured Health Benefits (NIHB) Program with the systems and services required for the processing and settlement of non-insured health benefit claims, the collection and reporting of health information, the (de)registration of health service providers and the supporting of NIHB benefit pre-authorization, predetermination and exception centres. These systems and services must be able to accommodate and comply with applicable NIHB Program rules and policies including audit, reporting, and financial control practices. This includes the effective transition to a new claims processing service contract by December 1, 2019 (or by December 1, 2020 at the latest) to ensure that services to NIHB clients continue without interruption.

This RFI #2 initiates the Industry Engagement Phase 2 of this procurement project; the first of three planned phases has already been completed.

The purpose of RFI #1 was to inform industry of Health Canada's requirement for HICPS and to provide industry an opportunity to provide feedback on the requirement and subsequent engagement activities. Responses to that RFI assisted Canada in initiating a dialogue about the requirements and possible solutions.

The purpose of this second RFI is to resume the engagement activities from Engagement Phase 1 by summarizing the feedback received to date from industry regarding the existing technological innovations and current service-delivery best practices, and to share with industry further details on Health Canada's claims processing requirements in support of the delivery of the Non-Insured Health Benefits Program. This RFI will provide industry an opportunity to provide feedback on the requirement and the additional engagement activities. Responses to this RFI will assist Canada in further refining its requirements.

RFI #2 will be concurrent with Working Group Sessions #2 on various technical and Aboriginal Participation Component topics.

### 1.1 Nature of this Request for Information

This is not a bid solicitation. This RFI will not result in the award of any contract. Potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI, it will not preclude that supplier from participating in any future procurement. Also, the procurement of any of the goods and services described in this RFI will not necessarily follow this RFI. This RFI is simply intended to solicit feedback from industry with respect to the subject matter described in this RFI.

## 2. INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR INFORMATION

### 2.1 Nature and Format of Responses Requested

Respondents are reminded that this is an RFI and not a Request for Proposals (RFP) and, in that regard, respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. RFI responses should also clearly identify any additional information and/or clarification that respondents suggest be incorporated into any future solicitation documents. Respondents are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses. Any marketing or promotional information submitted as part of the responses will not be reviewed.

Responses will not be used for competitive or comparative evaluation purposes thus the response format is not as rigorously defined as would normally be for an RFP; however, for ease of use and in order that the greatest value be gained from responses, Canada requests that respondents follow the structure outlined in Section 2.7.

### 2.2 Response Costs

Canada will not reimburse any organization for expenses incurred in responding to this RFI including, but not limited to, expenses incurred for participating in the additional Engagement Activities.

### 2.3 Treatment of Responses

**Use of Responses:** Responses will not be formally evaluated. However, the responses received may be used by Canada to develop or modify the procurement approach, as well as any draft documentation contained in this RFI. Canada will review all responses received by the RFI closing date. Canada may, in its discretion, review responses received after the RFI closing date.

**Review Team:** A review team composed of representatives of Health Canada, Indigenous and Northern Affairs Canada (INAC) and Public Works and Government Services Canada (PWGSC) will review the responses. Canada reserves the right to hire any independent consultant, or use any Government of Canada (GC) resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.

**Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the *Access to Information Act*.

### 2.4 Follow-up Activity

Canada may, at its discretion, contact any Respondent to follow-up with additional questions or for clarification of any aspect of a response.

**Additional Engagement Activities**: This RFI #2 is part of Engagement Phase 2, and various Working Group Sessions #2 will take place concurrently. For more details, please refer to:

- Section 7.3: Engagement Phase 2 Activities in Addition to RFI #2; and

- Annex E: Registration Form for Working Group Sessions #2.

**Media:** Media cannot participate in any of the Working Group Sessions.

## 2.5 Communication with Industry

During the Additional Engagement Activities for this Engagement Phase, the Contracting Authority may communicate with registered industry Participants through direct email rather than by posting additional notices on the *Government Electronic Tendering Service* (GETS) Web site.

## 2.6 Contents of the RFI

The information contained in this document remains a work in progress and Respondents should not assume that new requirements will not be added to any bid solicitation that is ultimately published by Canada. Nor should Respondents assume that none of the requirements will be deleted or revised. Comments regarding any aspect of the draft documents are welcome. This RFI also contains specific questions addressed to the industry.

## 2.7 Format of Responses

**Cover Page:** If the response includes multiple volumes, Respondents are requested to indicate on the front cover page of each volume the title of the response, the solicitation number, the volume number and the full legal name of the Respondent.

**Title Page:** The first page after the cover page, should be the title page, which should contain:

(i) The title of the Respondent's response and the volume number;

(ii) The name and address of the Respondent;

(iii) The name, address and telephone number of the Respondent's contact;

(iv) The date, and

(v) The RFI number.

**Number of Copies:** Canada requests that Respondents submit their response in unprotected PDF format (i.e. no password) by email if the size of the document is less than 6MB to: TPSGC.DGASTRDPSS-AQCBHICPS.PWGSC@tpsgc-pwgsc.gc.ca .

Alternatively, Canada requests that Respondents save a copy of their PDF (2003 or later) document onto each of four USB Memory Drives and deliver by mail to the address specified in Section 2.8.

## 2.8 Enquiries

All enquiries and other communications related to this RFI and associated Industry Engagement activities shall be directed exclusively to the PWGSC Contracting Authority. Since this is not a bid solicitation, Canada will not necessarily respond to enquiries in writing or by circulating answers to all Respondents; however, Respondents with questions regarding this RFI may direct their enquiries to:

Contracting Authority: Aaron Wong-Sing

Public Works and Government Services Canada

Place du Portage III, 12C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Email Address: TPSGC.DGASTRDPSS-AQCBHICPS.PWGSC@tpsgc-pwgsc.gc.ca

Telephone: 819-420-2213

Facsimile: 819-934-1235

Alternate:

Delegate Contracting Authority: Betty Cole

Telephone: 819-420-2214

The use of e-mail to communicate is preferred.

## 2.9 Submission of Responses

**Time and Place for Submission of Responses:** Organizations interested in providing a response should deliver it to the Contracting Authority identified above by the time and date indicated on page 1 (two weeks after the Working Group Sessions #2) of this solicitation document.

**Responsibility for Timely Delivery:** Each Respondent is solely responsible for ensuring its response is delivered on time, to the correct location.

**Identification of Response:** Each Respondent should ensure that its name, return address, the solicitation number and the closing date appear legibly on the outside of the response.

**Return of Response:** Responses to this RFI will not be returned.

## 2.10 Fairness Monitor

Canada has engaged the services of an organization to act as an independent third party Fairness Monitor (FM) for the HICPS procurement process. The role of the FM is to provide an attestation of assurance on the fairness, openness, and transparency of the monitored activities.

The Fairness Monitor's duties will include, but not be limited to:

i. observing all or part of the procurement process (including, but not limited to, the Engagement and contemplated RFP processes);

ii. providing feedback to Canada on fairness issues; and

iii. attesting to the fairness of the procurement process.

Please note, for the purpose of carrying out its Fairness Monitor related obligations, the Fairness Monitor will be granted access to industry responses and related correspondence received by Canada pursuant to this RFI (any subsequent RFI and any resulting RFP) and may act as an observer at the subsequent follow-up Engagement and Contracting activities indicated in Section 2.4 above and Sections 7.2 and 7.3 below.

The Fairness Monitor engaged for this procurement is:

**Samson and Associates**

## 2.11 Conflict of Interest

Without limiting Canada's rights under article 18 of Standard Instructions – Goods or Services – Competitive Requirements (2016-04-04) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21#conflict-of-interest), which will form part of the eventual RFP, the following private sector individuals and non-crown employees have been engaged in the preparation of the eventual solicitation:

| | |
|---|---|
| Alain Lavoie | ADGA Group |
| Andre Emmell | DKMS Technologies |
| Nadereh Mohajer | SI Systems / Monad Consulting |
| Afzal Mohammad | SI Systems |
| Angela Prouse | SI Systems |
| Chris Sheardown | SI Systems |
| Graham Wilson | SI Systems / Graham Wilson Consulting Inc |

## 2.12 Previous RFI

Copies of the previously published HICPS RFI #1 (HT426-144642/A published May 20, 2015) can be downloaded from GETS https://buyandsell.gc.ca/procurement-data/tender-notice/PW-XF-008-28919.

Copies of the previously published HICPS Information Notice #1 (HT426-144642/B published August 24, 2015) can be downloaded from GETS https://buyandsell.gc.ca/procurement-data/tender-notice/PW-XF-008-29420 .

# PART II:
# OUTCOMES FROM ENGAGEMENT PHASE 1; INFORMATION MANAGEMENT, PRIVACY AND SECURITY; NIHB SERVICE DELIVERY MODEL; ABORIGINAL PARTICIPATION COMPONENT; AND PROPOSED ENGAGEMENT APPROACH

# 3. Outcomes from Engagement Phase 1

## 3.1 Summary of RFI #1

The Request for Information #1 was published in May 2015 and contained information on Health Canada's Non-Insured Health Benefits Program, the HICPS high-level business requirements, and a list of questions to industry of interest to Public Works and Government Services Canada as the Contracting Authority, Health Canada as the Project Authority, and Indigenous & Northern Affairs Canada as the Aboriginal Participation Component Authority. The questions related to the following areas:

i) technical questions on IT innovations and industry best practices;

ii) NIHB management questions on service delivery;

iii) questions relating to data transmission and storage;

iv) quality assurance;

v) change management;

vi) costing models;

vii) the Aboriginal Participation Component (APC); and

viii) the engagement approach

The first Request for Information also included an invitation to the Industry Engagement Information Session #1, which was held in September 2015, and an opportunity to register for a One-on-One Session #1 with Government of Canada officials that gave participants the opportunity to expand on their responses to RFI#1 and to respond to Canada's follow-up questions.

## 3.2 Key Findings from Engagement Phase One

### 3.2.1 IT Solution

With respect to the combination of IT infrastructure, architecture/platform, and software, three models were presented to Health Canada:

i) a fully customized stand-alone system;

ii) a commercial off-the-shelf solution with some degree of customization; and

iii) a shared services model also with some degree of customization.

If, in their submissions, bidders demonstrate they can meet Heath Canada's requirements then each of these IT solutions are viable options.

In this RFI, Health Canada will seek to further explore these IT solutions to better understand what limitations exist with each model when its NIHB program needs and requirements do not fully align with the industry's standards and typical books of business. For example, it is clear from industry responses that some degree of customization is

possible with commercial off-the-shelf (COTS) and shared services models, but the degree of customization that can be accommodated remains unclear.

It was evident from industry responses, however, that a fully customized stand-alone solution should not be Health Canada's first option. As already mentioned above, Health Canada has no preference for one model over another provided that it can be demonstrated that requirements can be met.

Health Canada will be assessing whether or not the Government of Canada's legislative, regulatory, and policy requirements for data security and the protection of private client data are met. For additional information, see Section 4.1 below for Health Canada's information management requirements.

### 3.2.2 Service-Delivery Innovations: Ability to amend adjudication rules in the system

The opportunity for an authorized in-house administrator is one that is of significant interest to Health Canada. Officials understand this functionality as an ability to amend adjudication rules in the system (e.g. following a policy change) without requiring the services of an IT specialist to re-code the core system at some cost. It is HC's further understanding that in-house authorized users could quickly and easily make changes to the system that reflect changes in program eligibility rules and policies. As such, these authorised users could directly implement timely, ad hoc and routine changes to the system for work items such as:

a) data updates to the drug benefit list (DBL);

b) new adjudication rules (e.g. drug 'x' to be henceforth considered as a limited use drug); or

c) system edits – without requiring a new release of the system or extensive system changes.

In this RFI, HC will seek to further explore how this functionality could work for NIHB Program officials specifically.

### 3.2.3 Self-Service for Providers and Clients

The self-service aspect of a Web portal generated much interest among Health Canada officials who view such functionality as a means via which service providers could directly perform a number of tasks such as registering, submitting claims, obtaining information (communications), and verifying settlement status of their submissions – all of which would potentially reduce the number of interactions by other modes of communication such as through call centres or manual/paper processes.

In this RFI, Health Canada officials will continue exploring the 'self-service' functionalities offered by the latest technological innovations (such as Web portal or gateway functionality) for both the service providers as well as directly for clients.

### 3.2.4 Automated Testing

The expectation that a solution could run tests following an adjudication rules change or a systems release – while: a) not requiring the system to be unavailable to users; and also b) detecting errors and undetected adverse changes to either related or unrelated functions – generated much interest from Health Canada officials.

In this RFI, automated testing will be explored further as potential requirements in the procurement.

### 3.2.5 Data Analytics

Health Canada will not be pursuing data analytics as a procurement objective. Health Canada will, however, require the HICPS' transactional data be made available to Health Canada. There is, therefore, a need for data warehousing capabilities or some sort of system capability to extract the data from the transactional system to a reporting system.

As such, Health Canada will require:

- HICPS output data be extracted and copied to a data warehouse on a regular basis; and may require
- Additional data fields and values that would allow Health Canada reporting capabilities beyond claims processing, such as: provider claims histories and client claims histories.

### 3.2.6 Claims Verification

Billing patterns play a key role in identifying unusual billing practices, which is an essential component of ensuring the good governance of public funds. In this second RFI, Health Canada officials will be further exploring industry best practices for claims verification and, more specifically, on opportunities for detecting irregularities in real-time.

### 3.2.7 Data Transmission & Storage

**DATA TRANSMISSION**

The ability to attach supporting documentation (diagnostic images, lab test results, etc.) to the claim item is of particular interest to Health Canada officials. Whatever mode of data transmission is adopted, it must meet the Government of Canada's standards on data security and protection of private client data (see Section 4.1 below for additional details on Health Canada's information management requirements).

**DATA STORAGE**

In this RFI, Health Canada will seek to further explore technological innovations related to data transmission and storage to identify the most cost-effective and efficient means of secure local storage or secure shared storage for claims submissions, medical charts, x-rays, and other documentation. To assist industry Participants to better understand Health Canada's requirements, data security and client privacy requirements are more fully articulated in Section 4.0 below.

## 4. Information Management, Privacy and Security

All of Health Canada's partners and third party entities who administer Health Canada's NIHB Program benefits, either in whole or in part, as well as those who access, process, or store sensitive client information that has a PROTECTED B or higher level rating must agree, at a minimum, to the following:

### 4.1 Laws, Regulations, Policies, and Standards

Under the terms of any contract with the successful bidder, Canada will verify that the Contractor's implementation of the Health Information and Claims Processing Services complies with Canada's laws, regulations, policies, and standards on information management, IT security, client privacy, physical and personnel security and access to information; as well as those related to data collection, use, limits on secondary uses, retention, and disposal.

**INFORMATION MANAGEMENT**
It is anticipated that the contract for the Health Information and Claims Processing Services will stipulate that the transportation, storage, and retention of all documentation must be conducted in accordance with the Treasury Board Secretariat's *Policy on Information Management* (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12742); Public Works and Government Services Canada's *Industrial Security Manual* (http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/index-eng.html) and the RCMP's guide on the *Transport and Transmittal of Protected and Classified Information* (g1-009 http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/g1-009_e.pdf).

**RETENTION OF RECORDS**
It is further anticipated that the contract will also stipulate that the Contractor must comply with the *Library and Archives of Canada Act*, with respect to the retention and disposal of records. The vendor will be contractually obligated to retain all paper-based and electronic-based HICPS records in accordance with the relevant Government of Canada information management; protection of information; and record retention & disposal policies for which the links are provided throughout this Section 4.1.

**PROTECTION OF PERSONAL INFORMATION**
Industry Participants can also anticipate that Canada will further stipulate that the HICPS Contractor, its agents and subcontractors must manage information and data to meet Canada's operational and legal requirements under the *Privacy Act* (http://laws.justice.gc.ca/eng/acts/P-21/) and the Treasury Board Secretariat's *Policy on Privacy Protection* (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510) and *Industrial Security Manual* (mentioned above), as well as ALL other privacy and security clauses contained within the contractual documents – and thereby ensuring that the information:

i) is used only for the purposes for which it is intended;

ii) it is disclosed only to the authorized individuals; that

iii) ALL data (including backups) must be contained within Canada (transmission and retention) at all times; and

iv) all data be logically separated from the Contractor's other books of business (i.e. the Contractor's other customers).

**The Contract will further specify that any personal client data collected for the purposes of administering the NIHB Program is under the control of the Government of Canada; as legal custodian of the information. At the expiration of the contract, the Contractor will have no legal rights to the information and will have to destroy it or transfer it to the Government of Canada in the manner so specified.**

**ACCESS to INFORMATION**

The Contract will stipulate that Canada is bound by the *Access to Information Act* and the relevant Treasury Board Secretariat *Policy on Access to Information* (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12453), and therefore is legally obligated to respond to access to information requests during the full duration of the Contract. The Contractor will need to have personnel and processes in place to support the Government of Canada I responding to such requests.

**DATA SECURITY**

The HICPS Contractor will manage information classified, at minimum, as PROTECTED B level as per the Government of Canada Information Management Classification Standards. The information handled will include personal, medical and other sensitive information pertaining to NIHB clients, as well as financial information pertaining to health claims and business process-related correspondence. Unauthorized disclosure could cause serious injury to individuals; and depending on the nature of the disclosure, a confidentiality compromise could discredit the Government of Canada.

As part of its physical security requirements, the Contractor will be obligated to:

- allow its premises to be inspected by authorized Government of Canada representatives to ensure compliance with the requirements stipulated above – at minimum, a Health Canada security official will perform a biannual inspection to ensure that Government of Canada certification is maintained for the premises – but also at any frequency and time required by departmental officials or officials from the Government of Canada;
- provide the configuration details of their systems and physical facilities to the department's IT Security officials;
- ensure that all contractor, sub-contractor, and partner personnel who provide administrative, support or maintenance services for the information technology infrastructure or its information assets and who are thereby granted access to Health Canada's private client data classified as PROTECTED B or higher, possess a valid minimum Enhanced Reliability (Level I) security clearance as per Treasury Board Secretariat (TBS) Personnel Screening Standard; and
- adhere to RCMP G1-009 "Transport and Transmittal of Protected and Classified Information" whenever involved in the physical transport of Health Canada private client data: http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/g1-009_e.pdf

**IT-SPECIFIC SECURITY REQUIREMENTS**

In addition to the above, the successful contractor:

- Must permit security inspection and verification of its information technology infrastructure by the GC if/when required.

- Must have an IT Security program in place which employs the high-level administrative controls, concepts and risk management philosophies identified in TBS Operational Security Standard: Management of Information Technology Security (MITS): http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text .

- Must employ the technical and process controls listed in the Communications Security Establishment Canada (CSEC) IT Security Guidance document ITSG-33 that are required to meet the PBMM (PROTECTED B-Medium Availability-Medium Integrity) security profile: https://www.cse-cst.gc.ca/en/node/265/html/25842.

- Network Connection or Data Transmission Security Requirements:
    - Connection/access to the HC/PHAC network (if required) must:
        - use a secure channel provided by Shared Services Canada (SSC), whenever connection/access to Health Canada's network, when necessary, in accordance with technical and security requirements;
        - use of encryption technologies or hardware-encrypted media for digital files containing PROTECTED B information during transport or before storing them;
        - Disclose all security incidents involving the compromise, unauthorized access and/or disclosure of information assets originating from Health Canada (regardless of severity) immediately; and
        - Allow for any additional controls to be put in place whenever required by Health Canada where sensitivity of the data is rated High.

**HIGH WATER MARK RULE**

**In many cases, the most stringent provision or rule prevails whenever legislative and regulatory provisions or policy rules overlap.**

### 4.1.1 Sample Statement of Work Portions

Please note: The security, privacy and information management requirements highlighted below are for illustrative purposes only and will not necessarily reflect the final text of Health Canada's requirements for this procurement. They do represent, however, wording currently used in Government of Canada contracts for claims processing services outsourced to private industry.

At a minimum, the Contractor must:

| | |
|---|---|
| (a) | store the Personal Information electronically so that a password (or a similar access control mechanism) is required to access the system or database in which the Personal Information is stored; |
| (b) | ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work; |
| (c) | not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing; |
| (d) | safeguard any database or computer system on which the Personal Information is stored from external access in order to protect highly secure or sensitive information; |

(e) maintain a secure back-up copy of all Records, updated at least daily;

(f) implement any reasonable security or protection measures requested by Canada from time to time; and

(g) notify the Contracting Authority immediately of any suspected or confirmed security breaches; for example, including but not limited to: unauthorized access, use, disclosure of Personal Information; or an incident that may jeopardize the security or integrity of records; or the systems or facilities where Personal Information is held. In the event of any security breach, the Contractor and/or any and all subcontractors shall immediately take all reasonable steps to limit or contain scope of the breach, resolve the problem and prevent its recurrence. Canada may direct the Contractor to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Contract relating to suspension or termination for default.

1. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
2. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
3. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
4. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
5. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

### 4.1.2 Privacy guidance on outsourcing

The *Privacy Act* defines personal information as “information about an identifiable individual that is recorded in any form […]”. The question as to what constitutes personal information was further clarified by a Federal Court ruling, which it defined to include any information about an identifiable individual where there is a serious possibility that the individual could be identified through the use of the said information; either alone or in combination with other available information. For example, a third party may state that they are not collecting personal information such as names and addresses, but they do collect information which could be considered personal information depending on the context (e.g. whether this information in combination with other information may be identifiable to an individual) and what other information is being collected.

In its assessment post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- a privacy operational framework or privacy management manual and if so, what is the scope of that framework or manual; or
- any policies in place for de-identification or anonymization.

#### 4.1.2.1 **Accountability**

Accountability is a key principle in privacy law. To be accountable, an organization needs to be able to demonstrate what it is doing and what it has done with personal client data and explain why. This may be complicated by the interaction of a number of third parties such as device manufacturers, social platforms, third-party applications and others.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any measure in place to ensure and monitor accountability;
- any third party privacy agreements such as with third party internet service providers via whom data is being transmitted and who may be collecting and disclosing the information;
- any subcontractors involved in the processing and adjudication of benefits and, if so, has measure in place to manage accountability;
- any policy on privacy and confidentiality agreements (e.g. getting employees and sub-contractor sign privacy, non-disclosure or confidentiality statements).

#### 4.1.2.2 **Back-ups of the system or database**

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- privacy and monitoring measures for systems and database back-ups, paper storage, (secure) shredding, and scanning. Note: accountability for these back-ups must be established.

#### 4.1.2.3 **Establish control**

As mentioned above, the Health Canada must maintain control over personal information or other records that are transferred to the contractor and, where appropriate, over information (paper and electronic) collected, created, obtained, or maintained by the contractor in fulfillment of the contract. Establishing control is necessary to enable Health Canada to comply with its statutory obligations under the *Privacy Act* and the *Access to Information Act*. Canada must maintain control over the creation, collection, use, disclosure, retention, and disposal of personal information covered by the contract.

Furthermore, the government has a duty to include other specific privacy protection provisions in the contractual agreement to ensure that the contracting out of government programs and services does not result in a reduction of privacy protection for Canadian citizens or for any federal program beneficiaries.

In its assessments post-Contract Award, HC will be seeking to determine whether the HICPS contractor/vendor has:

- any privacy operations/management plans that includes acknowledgment of the fact that their client, in this case Health Canada, exercises complete control of the personal information created, collected, shared and stored under the contract.

#### 4.1.2.4 **Collection**

Under the *Privacy Act*, Health Canada must establish the authority for the collection of all personal information. Collection of the personal information must be directly related to a program or activity.

Treasury Board of Canada Secretariat further stipulates that the authority must be a legal authority. This means that all personal information collected via the HICPS contract administration activities is done so specifically for the purposes of the contract. And these purposes must be known and approved by Health Canada.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- guaranteed that it will not collect information (including identifiable and de-identified or anonymized information) for purposes other than for the purpose of administering the claims processing services for which it was contracted; meaning excluding any analytic functions for the vendor/contractor's own purposes.

#### 4.1.2.5 **Privacy Notice**

Canada's *Privacy Act* states that individuals should be informed at the collection stage as to what personal information is being collected and for which specific purposes.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any measures to prominently display a privacy notice for the HICPS' First Nations and Inuit clientele.

#### 4.1.2.6 **Secondary uses**

Secondary uses of client data are usually prohibited. When using third party service provider, there is a potential to generate new types of data streams and information, including metadata, which may become available to the service provider, subcontractors and other third parties. Health Canada must be in a position to control and prohibit any secondary uses of the information collected via the third party services. Information collected from Health Canada clients and providers must only be used for the purposes allowed via the contract, which is the same authorized original or consistent purposes set out for Health Canada's program.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any policies on appropriate use and disclosure measures in place to properly administer information collected under this contract specifically for the use of performing the necessary work under a contract.

4.1.2.7 **Ability to apply Subsection 9(1) of the Privacy Act**

Canada's *Privacy Act* requires that a record be attached to the personal information bank to record the purposes of disclosure not listed in the Index of Personal Information Banks.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- the means to record and retain a data bank of private client information with its HICPS system to record disclosures.

4.1.2.8 **Ability to apply retention and disposal requirements**

Canada's *Privacy Act* and its *Library of Archives of Canada Act* stipulate the Government of Canada's requirements on the retention and disposal of information.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- the ability to apply retention and disposal requirements to personal information in the HICPS system.

4.1.2.9 **Authentication process**

Authentication processes exists to respect the needs and privacy of clients and providers.

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any measures to provide anonymity, pseudo-anonymity, or to unlink personal information from the individual; and
- any measures to authorize and authenticate users who will be handling private client data.

4.1.2.10 **Access controls**

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any access controls in place to limit access to authorized users, including the types of functions that authorized users are permitted to exercise;
- any access control management and/or policies in place; and
- any ISO/IEC standards in place.

4.1.2.11 **Audit processes**

In its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- any measures in place to retain audit logs and records created, protected and retained to verify that all access is authorized;
- any measures to preserve evidence;
- any measures to monitor access (viewing and editing), detect misuse, and investigate privacy breaches; and

- any measure to securely store such audit logs.

#### 4.1.2.12 **Segregation of sensitive personal information**

The contract will likely require separation of Government of Canada sensitive client information that has a PROTECTED B, or higher, classification from all other data holdings the company may have by using either logical or physical data separation or encryption. Encryption can provide a high degree of segregation to protect personal and other sensitive information.

As such, in its assessments post-Contract Award, Health Canada will be seeking to determine whether the HICPS contractor/vendor has:

- control measures to appropriately segregate Health Canada's client data;
- encryption measures for transmission over insecure networks and for storage devices;
- encryption measures, also, for other storage technologies such as Storage Area Networks or Data Base Management Systems (DBMS) to provide a high degree of separation.

#### 4.1.2.13 **Inspections**

Canada will likely require that its agents be granted access to the contractor's premises to conduct privacy and data security inspections. Note: the frequency and conditions under which such visits are to be conducted have not yet been determined.

#### 4.1.2.14 **Privacy breach detection, response, recovery and notification to Canada**

It is extremely important that outsourced agreements include measures to detect data breaches and that they outline the required procedures for response and recovery of information, if and when a privacy or security breach occurs. Detection, response and recovery measures focus primarily on the improper or unauthorized access, use or disclosure of personal or other sensitive information, and the appropriate actions to take when such incidents occur.

In addition, Health Canada has a requirement to notify the Government of Canada, via the *Treasury Board Secretariat* and the *Office of the Privacy Commissioner of Canada* of any privacy material breaches. Therefore, notification to Health Canada and the Contracting Authority by the HICPS Contractor with respect to any privacy breaches is imperative.

## 5. NIHB Service Delivery Model

It was evident from the feedback gathered from industry participants in the Engagement Phase 1 activities that industry was seeking to have Health Canada's NIHB Program more closely align with its typical business lines. Health Canada officials have stated that such alignment is unlikely due to differences in service delivery models between the Government of Canada and private industry. It would be beneficial, therefore, to highlight those differences to give industry a better sense of how Health Canada's NIHB Program operates.

### 5.1 How is Health Canada's Program Similar to Private Insurance Plans?

Health Canada is aligned with private insurance in that the program provides open benefit where treatments, equipment, and services are adjudicated on an automated basis. Currently, this service is contracted out in much the same way a plan sponsor interacts with the insurer and claims processor.

Health Canada needs the following common elements of a private insurer:

- to employ an adjudication engine to automatically process claims, where available;
- to have access to a provider network that can transmit claims using industry standards;
- to update client information from a separate source in much the same way as a plan sponsor sends updates on employees;
- to pay providers in an automated fashion; and
- to communicate status of claims – using claim statements.

### 5.2 How Health Canada Believes it Differs from Private or Other Plans

Under Health Canada's Non-Insured Health Benefits (NIHB) Program:

a) The department must support the Minister's accountability before the Canadian Parliament so must report, therefore, on a wide range of variables that may not be typically measured by traditional insurance plans such as: denial rates, number of appeals, and number of reversed decisions to name but a few.

b) The mandate of the NIHB program has multiple objectives. As in private insurance via a plan sponsor, Health Canada is looking to provide a cost-effective benefit management system. However, the client's health outcome is equally evaluated and considered in the adjudication process. As a tangible outcome, adjudication decisions for benefits requiring prior approval and benefit exceptions are managed on a case-by-case basis. The programs and policies are frequently reviewed to ensure the health outcome objectives are met at the same time as the financial objectives. An example of this is the prescription drug abuse program (PDA) where clients, prescribers, providers and drugs are evaluated for inappropriate prescribing and dispensing and managed accordingly through limits put on certain classes of drug. As new programs and policies are developed to support the First Nations and Inuit population, the rules used to adjudicate the claim need to also be updated in a timely fashion to support the program. As an outcome it is seen that access to a flexible rules engine where authorized Health Canada staff can create

and edit the rules in real-time is one way to support the dynamic nature of the policies and programs.

c) Health Canada's NIHB Program benefits include a portion of open benefits where claims are automatically adjudicated via an electronic system currently contracted by Health Canada. All claims requiring prior approval, inclusive of all benefit lines, are reviewed and approved by Health Canada staff via the appropriate call-centre based exception centre supported directly by the claims processing system. This process relies heavily on paper/fax based processes to request and capture the necessary information and signatures from providers including prescribers, dentists and pharmacists. Although Health Canada will retain this capability, authorized users require a system that can provide real-time access to the request, client's claim history, key decisions from previous claims, provider details and the client's key medical and dental history to adjudicate the claims appropriately. As an example, the volume of claims that are managed by the Drug Exception Center for 2015 was 125 000 requests processed. These requests were equally split between Limited Use claims, where the criteria are pre-defined, and exceptions, where the treatment is not on the current benefit list. In both situations a case-by-case decision needs to be made by the benefit analyst and pharmacy staff. Currently some benefits lines are entirely prior approval based where the information needs are greater than traditional claims processing. Based on existing workflows it is seen that Health Canada may require more than a straight forward claims processing system where a client's longitudinal dental and medical record can be leveraged to manage the claims adjudication process.

d) Claim remuneration is in full, as per NIHB policy and pricing guidelines, and payment is made directly to providers rather than reimbursing maximum dollar values to clients.

e) Health Canada's NIHB Program beneficiaries have lifetime coverage – unlike typical insurance plans where coverage exists only during periods of employment.

f) HC's NIHB Program eligible clients are Canada's registered First Nations and recognized Inuit populations. Clients are either registered or recognized on an individual basis and are not required to pay premiums, co-pays or deductibles towards the claim costs. The functions of registering and recognizing eligible clients are not performed by the contractor. Children under the age of one are not registered (First Nations) nor recognized (Inuit), but are granted eligibility via a registered or recognized parent or legal guardian.

**Note**: The tangible outcomes of this policy have several impacts primarily on the providers. First, providers will not be reimbursed until the claim is approved and payment is made. There are a low number of client reimbursement claims. As the client does not have a financial stake in this process, in contrast to private insurance and the member co-pay, the providers play a bigger role in the transaction. This in turn requires greater scrutiny of the providers as the client does not provide the same check in the private insurance process as an insured member. The client doesn't know what is included in the claim nor play a role in the reimbursement as with private insurance.

g) Health Canada's NIHB Program offers coverage exclusively to registered First Nations and recognized Inuit populations not otherwise covered by First Nations/Inuit health agreements/organizations; and ranging across all ages groups

and distributed across the entire country and across broad economic and social sectors and health profiles.

h) Claims are administered by the claims processor; while client eligibility and entitlement (approvals) are handled by Health Canada. Eligibility for some clients and benefits are automated. The rules governing these automated decisions are defined by Health Canada and are subject to change with changes to the evidence supporting medical intervention.

i) There are no family plans under HC's NIHB Program. Each eligible individual, upon application by either themselves or a legal guardian, is assigned a unique identifier (registration number) and all claims are adjudicated against that number. Children under one year of age are eligible under one of their registered parents' identifier. Under HC's NIHB Program, there is no spousal or dependent coverage.

**Note**: Children under the age of one who are covered under a parent or legal guardians are tracked under a temporary identifier. Once they are assigned their own number when over the age of one, that information will have to be migrated to the account information under the new registration number.

j) There are no health care coverage packages under HC's NIHB Program. Benefit eligibility is based on medical necessity. Health Canada officials determine whether the test of medical necessity has been met as per policy framework.

k) Funds come from the Government of Canada's *Consolidated Revenue Fund (CRF)*, which come from the Government's general tax revenues. Government officials, therefore, are expected to be good stewards of these public funds; therefore, it has significant reporting and transparency requirements that must legally be fulfilled for public reporting.

l) As a federally-mandated national program based on public funds, HC's NIHB Program has a formal appeals process that must be open and transparent. Decisions are subject to Access to Information legislation.

m) While Health Canada must be a good steward of the public funds it manages, it also seeks more efficient and cost-effective means for delivering its NIHB Program services. Better health outcomes for program beneficiaries are the department's main objectives.

n) It is possible for an NIHB Program beneficiary to become inactive for a number of reasons. In such cases, the inactive HICPS account information must remain available on the system for historical analysis purposes. It should no longer be used, however, for routine activities, such as searching or listing of clients.

o) An NIHB Program beneficiary's eligibility and, thereby entitlement, can be modified by legislation, policy, or intergovernmental agreement (such as the BC Tripartite agreement). In the event that a segment or portion of Health Canada's NIHB Program beneficiaries cease to be covered under the federal government's program, the data must be migrated to the successor plan.

## 5.3 Other Features of the NIHB Program

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| *Policy Basis:* | A fundamental feature of the Program's policy basis is that the program is to deliver medically necessary healthcare, which means determinations are made on a case-by-case basis based on the available information and the articulated rationales. As there are multiple objectives, policy and programs are continuously evaluated and updated to meet the current needs of the First Nation and Inuit population. Over the course of a year, a number of new policies are implemented and some are retired as the program looks to keep pace with the ever changing health landscape. The systems that support these policies need to be nimble to adapt to changing informational needs, workflows and processes as needed. Such an approach can be difficult to automate and requires a greater degree of human intervention for manual adjudication. |
| *National Consistency:* | HC's NIHB Program is federally mandated rather than provincially or territorially mandated, therefore, there is an expectation that service-delivery standards and coverage be nationally consistent despite the fact the Program depends on healthcare professionals that are governed by provincial or territorial governments and professional bodies. The Program takes into consideration regional considerations as well as differing provincial and territorial plans to the greatest extent possible. |
| *Both On- and off-reserve/community:* | HC's NIHB Program provides healthcare coverage to all registered First Nations residing in Canada whether on- or off-reserve as well as to all recognized Inuit (in and outside communities) who travel outside the territories. All such individuals over the age of one year are registered with their own ID number provided that they have made application for one. |
| *Portability of Benefits:* | Under normal provincial and territorial healthcare coverage, a new location of residence will not cover healthcare costs unless the person has resided in that new province or territory for a set period of time; thereby necessitating that the individual seek reimbursement from their previous place of residence. Under HC's NIHB Program, coverage is portable and is based upon point-of-service. Clients, therefore, can access services anywhere in Canada. |
| *Auditing Requirements:* | HC's NIHB Program is financed from public funds, thereby requiring greater transparency in reporting. This, in turn, results in more complex auditing requirements than from those that the industry may be more normally accustomed. This would necessitate the collection of data for auditing purposes in addition to that collected for claim settlement purposes. |
| *Coordination of Benefits:* | Health Canada is the payer of last resort (in theory while not always in practice); thereby requiring the coordination of NIHB Program benefits with benefits covered under other provincial, territorial, federal, or third party healthcare programs and plans. |
| *Benefit Adjudication:* | Whenever possible the adjudication of benefits is automated through the HICPS system. However, due to the nature of the program many decisions |

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| | require prior approvals and pre-determinations and the responsibility for those adjudications rest with HC officials and will not be part of the HICPS contract. |

## 5.4 Health Canada's Systems Interface

There are two electronic systems with which any successful contractor will have to interface with Health Canada to support the delivery of the department's health program to its clients:

i. Status Verification System (SVS); and

ii. Financial Information Reporting Management System (FIRMS).

SVS – Health Canada relies on the Status Verification System to store, process, track, and maintain a record of every person who is eligible to receive NIHB benefits. The system is an Oracle Forms 6i Web-based graphic user interface application. The data resides on an Oracle 8i database platform. This system belongs to Health Canada so will remain outside the scope of this current procurement project. Any contract agreement, however, will stipulate that the contractor's system must be able to interface with Health Canada's SVS.

Financial Information Reporting Management System Interface – The purpose of the FIRMS interface is to provide Health Canada with summary information on NIHB claims payments made during the previous reporting period based on the claims history and manual payment activities for each benefit area. The program generates three outputs: Expenditure File; Expenditure Report; Expenditure Summary File.

**Note:** By the time the final Request for Proposals is published (anticipated for January 2017), the list described above may grow by additional two or three systems.

## 5.5 Additional Responses to Industry Questions

The following are additional responses to industry questions, which are not otherwise covered in previous sections.

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| *Demographics, Geographic Distribution, and historical data* | For detailed information on NIHB client population, program expenditures and utilization data please see Annex B Non-Insured Health Benefits Program Annual Report 2014/15. |
| *Current HICPS system* | Industry Participants have requested details on the existing third party system(s) as well as on the existing electronic interface(s).<br><br>Health Canada does not own the HICPS IT solution. The solution is the property of the incumbent contractor whom Health Canada has contracted for delivery of claims processing services. Health Canada owns only the client-specific data. Any information with respect to the incumbent contractor's system, structure of the claims processing centre, where or how information is processed and how many staff are required to process claims is, therefore, proprietary information related to the incumbent contractor and cannot be shared with prospective bidders. |

*The Role of the FNHA*

In 2011, the *First Nations Health Authority* (FNHA) and Canada entered into the *British Columbia Tripartite Framework Agreement on First Nations Health Governance*. This Framework Agreement provided for the transfer of Health Canada's role in the design, management and delivery of First Nations health programing in British Columbia to the First Nations Health Authority (FNHA). To ensure a smooth transition and continuity in health benefit services for First Nations in the province, the FNHA entered into a service agreement with Canada whereby Health Canada would continue providing certain benefit adjudication and claims processing services on behalf of the FNHA for a period. When the service agreement comes to an end, claims for eligible health benefits provided to FNHA clients will no longer be submitted to NIHB via the HICPS claims processor; which means that claims for First Nations living in the province of British Columbia would no longer be processed through the HICPS contractor. The agreement is currently set to expire in 2017. There remains the possibility that the agreement will continue being extended into the future.

Eligibility for the FNHA Health Benefits Program is based on residency. As Clients move (change residence) in–and-out of the province of British Columbia, they transition in-and-out of being either FNHA or NIHB clients. While the total FNHA population fluctuates over time, it is currently at approximately 140,000 clients. This results in approximately 325,000 claim lines being adjudicated and managed through HICPS each month (monthly average for April, 2015 - October, 2015).

As mentioned above, it is currently not known when this transitional arrangement will come to an end. Following the full transfer, however, the partnership will continue between the FNHA and the NIHB Program as both organizations will need to continue sharing claim data (e.g. claims histories as clients move between programs). In addition, it will be necessary for NIHB to have the ability to track information on FNHA client eligibility to ensure claims eligible for FNHA Health Benefit coverage are not concurrently eligible for NIHB coverage.

Should a similar situation occur under the new HICPS contract, it is expected that the Contractor would be able to:

- Extract a large group of clients from the system to initially populate the successor vendor's system;
- Identify those individuals as no longer eligible for NIHB coverage within the area (i.e. geographic territory) of the successor vendor;
- Potentially continue to provide limited coverage within that geographic area;
- Coordinate life-time healthcare outcomes for the clients between the two plans (if applicable);
- Extract those individuals as a group for data analysis purposes; and
- Have Health Canada manage the group (likely via the HICPS) in the absence of a successor IT system.

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| *Health Canada headquarters and regional offices* | Of the five benefit types that will be included under the HICPS contract, two are administered centrally by Health Canada officials at national headquarters while three are administered by officials in regional offices. A sixth benefit available to clients under HC's NIHB Program – Medical Transportation – will not be included in the HICPS contract requirements.<br><br><u>Centrally administered benefits (NIHB Headquarters in Ottawa, Ontario)</u><br>• Pharmacy<br>• Dental and orthodontics<br><br><u>Administered by regional offices: Atlantic (P.E.I., N.S., N.B., N.L.), Québec, Ontario, Manitoba, Saskatchewan, Alberta, and Northern Region (NT, YT, NU)</u><br>• Vision care<br>• Mental health services and short-term crisis intervention<br>• Medical supplies & equipment<br><br>The vision care and the mental health & short-term crisis intervention benefits will be included in the HICPS contract for the first time. |
| *Managing NIHB Eligibility* | Health Canada Non-Insured Health Benefits (NIHB) Program provides coverage of a range of medically necessary health-related goods and services to registered First Nations and recognized Inuit when they are not covered through private insurance plans or provincial/territorial health and social programs. An eligible or recognized client is one who is identified as a resident of Canada and who fulfils one of the following: a) is a registered Indian according to the *Indian Act*; b) is an Inuk recognized by one of the Inuit Land Claim organizations; or c) is an infant less than one year of age whose parent is an eligible or recognized client.<br><br>While the authority for registering First Nations rests with Indigenous and Northern Affairs Canada, the decision to apply for registered status rests with the individual or their parents and legal guardians. Generally, the entire First Nations status registration process can be from one to six months. In complex cases, however, it may take longer. First Nations people can go to INAC's Web site to see how and where to register <u>https://www.aadnc-aandc.gc.ca/eng/1100100032374/1100100032378</u><br><br>The authority for recognizing Inuit clients rests with the various Land Claim Organizations from the Northwest Territories and Nunavut governments; namely: the Nunavut Tunngavik Inc. (NTI) <u>http://www.tunngavik.com</u>; the Inuvialuit Regional Corporation (IRC) <u>http://www.irc.inuvialuit.com</u>; or the Makivik Corporation in conjunction with the Ministère de la Santé et des Services Sociaux du Québec [Quebec ministry of health and social services] for James Bay Inuit. All other Inuit clients residing south are registered directly by a Health Canada analyst located at headquarters (NCR); provided that the individual submitting the registration application has submitted the proper documentation. Once "recognized", the Inuit clients will have a registration number called an "N" number assigned to them. |

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| | The registration numbers assigned to the registered First Nations are loaded into Health Canada's Status Verification System (SVS). For Inuit clients the process differs somewhat. For these clients Health Canada receives monthly data loads of the individuals' territorial Health Care numbers issued by their respective territorial governments of Nunavut and the Northwest Territories. Once this data is entered into the SVS, the system auto-generates a Client ID ("N" number). Health Canada relies on the Status Verification System to store, process, track, and maintain a record of every person who is eligible to receive NIHB benefits. The system is an Oracle Forms 6i Web-based graphic user interface application. The data resides on an Oracle 8i database platform. This system belongs to Health Canada so will remain outside the scope of this current procurement project. Any contract agreement, however, will stipulate that the contractor's system must be able to interface with Health Canada's SVS. The First Nations and Inuit data described above is loaded into the SVS on a weekly basis (every Thursday).<br><br>As of November, 2015, there were 845,401 registered First Nations and recognized Inuit in the system. There is no family coverage.<br><br>As to how client eligibility is managed or, more specifically, as to which processes are in place to identify clients who may be eligible for coverage under a program other than the NIHB Program, these are managed directly by the Providers when a Client self-declares third party coverage to the Provider during their visit. If the clients answer 'yes' to having third party coverage, then that information is relayed to the HICPS contractor or, in the case of reimbursements, to Health Canada. The HICPS Contractor settles the claims accordingly; meaning: a) where there is third party coverage, the HICPS contractor reimburses the service provider only the portion for which it is responsible according to NIHB policy; or b) where there is no third party coverage, the HICPS Contractor reimburses the service provider according to NIHB program policy as outlined in the Contract. In this way, Health Canada, through its NIHB program, is the last payer.<br><br>Some benefits have eligibility criteria that individuals must meet and can include qualifying conditions such as age limits, dosage limits, and frequency limits. The contractor's system would have to accommodate changes to such eligibility criteria and others as well as policy or legislation evolves over the lifetime of the contract. |
| *Life cycle of a claim* | Claims take two separate paths depending on the type of benefit.<br><br>If the claim falls under the open benefit, then it follows the traditional life cycle where the claim is submitted electronically, automatically verified and adjudicated completing with the payment to the provider.<br><br>If the claim falls under the prior approval or exclusion classification, then it starts with a phone call to the appropriate exception centre. Here the benefit analyst will start the claim by taking the necessary information. Again, the process diverges as dental claims can be adjudicated over the phone whereas drug exceptions need to be reviewed by pharmacy staff. At this point, additional information from the prescriber may be necessary which |

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| | generates a benefit exception questionnaire to be sent to the prescriber. Once the information is captured the claim is reviewed by pharmacy staff and a determination made.<br><br>If the claim is approved, the provider is given a prior approval number to include in the claim. Once the claim is made including the PA number, the claim follows the automated process described above.<br><br>To summarize and at a high level, claims are:<br><br>i) entered into the claims processing system – either via electronic data exchange or manually (by data entry);<br><br>ii) verified against client and provider eligibility as well as other conditions stipulated by program policy;<br><br>iii) adjudicated using automated rules based on Non-insured Health Benefits (NIHB) Program policies; following which the<br><br>iv) result is communicated to the provider/client by the Contractor. The 'result' may be either of the following: a) claim paid, b) claim reversed, or c) claim rejected; and each of those either fully or partially.<br><br>Auditing of settled claims is based on predetermined criteria stipulated in the Statement of Work for the Contract.<br><br>As an example, 21.5M total claim lines were counted in the 2014/15 fiscal year for the three benefit areas; namely pharmacy, dental, and medical supplies & equipment. Of these, just under 1.2M were manual claims keyed by claims processors. These totals include claims paid; claims reversed; and claims rejected. |
| *Payment process for providers* | All benefits covered under the new HICPS services contract will be settled exclusively by the service-delivery contractor and not by HC.<br><br>Based on a schedule determined by HC upon contract award, the contractor requests funds from HC to cover the NIHB claims settled during the established payment period. Within a time period established by the contract, HC transfers funding to the contractor. The contractor then issues payments to registered providers, clients and authorised third parties for the settled claims in the payment period. |

## 6. Aboriginal Participation Component

The Government of Canada has determined that, for the reprocurement of the Health Information and Claims Processing Services, there is sufficient Aboriginal representation to warrant Aboriginal engagement. The HICPS requirement will include a mandatory Aboriginal Participation Component (APC).

The APC is a mechanism designed to meet the Government of Canada's objectives of encouraging Aboriginal socio-economic development through federal contracting opportunities. The APC is also designed to develop long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities.

The APC's main goal consists of **Aboriginal Business Development** to build and develop viable Aboriginal business capacity (refer to Annex C for information on Aboriginal Business Capacity). It encourages prime contractors to contribute and invest in the development and viability of Aboriginal businesses by procuring goods and services from qualified Aboriginal firms. Prime contractors or its subcontractor(s) are also encouraged to demonstrate how they intend to maximize the use of Aboriginal firms such as identify the work intended to be carried out by Aboriginal firms including contract and supply chain management.

The APC also encourages the use of **Aboriginal Employment**; prime contractors are encouraged to demonstrate how Aboriginal employment will be maximized and include details pertaining to Aboriginal recruitment and retention strategies and related job activities such as the work to be carried out by each position.

The APC also consists of **Aboriginal Training and Skills Development**; prime contractors are encouraged to demonstrate how training opportunities and skills development will be maximized for Aboriginal persons such as how they intend to provide on-the job training, in-house training as well as succession plans.

When there is a lack of Aboriginal business capacity, the prime contractor may consider **other relevant measures** such as, but not limited to specialized training, career development, scholarships and community outreach to help local and Aboriginal communities in meeting their economic development needs. In support of the APC, the bidder is encouraged to reach out to Aboriginal businesses and communities.

Canada is considering an annual minimum APC value of 25% of the annual Contract value expressed in dollars and as a percentage (excluding taxes).

As part of their Bid, Bidders will be required to submit an APC Plan describing how they plan to meet the APC objectives and provide a clear statement of how they can achieve the minimum or higher APC value and subcomponent values for Aboriginal Business Development, Aboriginal Employment and Aboriginal Training and Skills Development.

The APC will be closely monitored and managed throughout the life of the contract to ensure that Aboriginal benefits are achieved, and the prime contractor will be required to report on data itemized in the Aboriginal Participation Component annually.

It should be noted that there will be a provision in the contract for prime contractor to propose amendments to the Contracting Authority to the Aboriginal Participation Component. Any such proposal must include a justification for the change and a detailed explanation that the change does not result in Aboriginal Participation that is reduced in quantity or quality.

## 7. Proposed Engagement Approach

### 7.1 Engagement Strategy

We are currently in the second of three phases planned for the Industry Engagement process. However, as the process evolves, additional activities could be incorporated into the engagement schedule or engagement phases may be combined, modified, or eliminated depending on timelines and feedback from industry.

Please note that participation in any of the Engagement activities is not a mandatory requirement for eventual submission of a bid; industry representatives that do not participate in the Engagement process will remain eligible to submit a bid in response to any future RFP relating to the HICPS procurement.

**Engagement Phase 1 (completed)**

The objectives of this Engagement Phase were:

i. To share information on NIHB program current business model, high level needs, and projected clientele and business volume growth.

ii. To seek information on new technologies, business models and practices that would help NIHB save or contain costs while improving health outcomes and providing enhanced services.

iii. To introduce to the industry the Aboriginal Participation Component of the solicitation.

iv. To engage Aboriginal businesses and communities interested in the requirement.

Information gathered served as a baseline to start drafting the RFP.

The activities completed during this Engagement Phase were:

i. *Request for Information #1*

ii. *Industry Engagement Information Session #1*

iii. *One-on-One Sessions #1*

**Engagement Phase 2**

The objectives of this Engagement Phase are:

i. To summarize the results from Engagement Phase 1

ii. To share with industry details about the NIHB Program and anticipated HICPS requirements, and to elicit feedback from industry on the feasibility and challenges to these constraints.

   a. To share details on Health Canada's information management, privacy and security requirements

   b. To provide a comparison of how Health Canada's Non-Insured Health Benefits Program differs from traditional health care insurance plans

   c. To respond to requests for clarification from industry Participants

iii. To share options/examples for Aboriginal Participation Component

   a. To help industry achieve readiness to meet Aboriginal requirements

iv. To ask industry Participants further questions about potential technologies and industry best practices that could work with NIHB program specifically.

The information gathered will serve to fully define the RFP and to refine the requirements.

The activities planned for this Engagement Phase are:

i. *Request for Information #2* – This document and subsequent responses.

ii. *Working Group Sessions #2* –Participants will be invited to one or more half-day working group sessions. These sessions will represent an opportunity for Canada to present specific topics related to the HICPS requirements and to address Participants' questions, concerns, and requests for clarification.

**Engagement Phase 3**

The objectives of this Engagement Phase are:

i. To validate with industry the final NIHB requirements and needs

ii. To validate with industry the final Aboriginal Participation Component of the RFP

iii. To provide a heads-up on what to expect in the RFP

iv. To address any last minute issues or show stoppers

The activities planned for this Engagement Phase are:

i. *Request for Information #3* – RFI #3 will be published and will include the near-final Statement of Work and technical documentation.

ii. *Working Group Sessions* may be scheduled if deemed necessary.

**Rules of Engagement**

All participants must sign and submit the Rules of Engagement form (Annex D) to the Contracting Authority prior to their participation in any of the Working Group Sessions. The Rules of Engagement form must be completed by the company(ies) and/or employer(s) for which an individual attending is representing (i.e. if an individual is a consultant working for Consulting Firm A representing Company B, then both Consulting Firm A and Company B must complete and submit separate Rules of Engagement forms). However, since the Rules of Engagement form covers the entire Engagement process, another form need not be submitted if one had been submitted during Engagement Phase 1.

## 7.2 Engagement Timeline

**HICPS Milestones and Associated Timeline**

The following milestones and their associated target delivery dates are estimates which have been provided for information purposes only. Canada reserves the sole option to delete or change each of the individual named milestones and their associated delivery dates as Canada sees fit.

| Engagement Milestone | | Target Date / Completed Date |
|---|---|---|
| **Engagement Phase 1** | | |
| 1 | RFI #1 | May 21 – July 14, 2015 **– Completed** |
| 2 | Industry Engagement Information Session #1 | September 21, 2015 **– Completed** |
| 3 | One-on-One Sessions #1 | September 21 – 28, 2015 **– Completed** |
| **Engagement Phase 2** | | |
| 4 | RFI #2 | May 16, 2016 |

| | | |
|---|---|---|
| 5 | Deadline to Submit Questions, Comments, and Recommendations for Working Group Sessions #2 | June 13, 2016 |
| 6 | Deadline for Registration for Working Group Sessions #2 | June 20, 2016 |
| 7 | Working Group Sessions #2 | July 5 – 6, 2016 |
| 8 | Deadline to provide responses to RFI #2 | July 20, 2016 |
| **Engagement Phase 3** | | |
| 9 | RFI #3 | Autumn 2016 |

## 7.3 Engagement Phase 2 Activities In Addition to RFI #2

Following the closure of this RFI, copies of the responses to this Request for Information #2 will be distributed to representatives of HC, PWGSC, and INAC for review and consideration. Copies of the responses will also be made available to the Fairness Monitor for review.

Respondents to this RFI who wish to participate in any of the additional activities (Working Group Sessions #2) must complete, sign, and submit to the Contracting Authority the Rules of Engagement form (Annex D herein) prior to their participation. Please see Section 7.1 above for more details about the completion of the Rules of Engagement form. Participants should complete and submit the Registration Form for Working Group Sessions #2 (Annex E herein) to indicate their intention to participate in the concurrent Engagement activities. Participants are encouraged to submit these forms to the Contracting Authority as soon as possible.

Registration for the Working Group Sessions #2 must be submitted by June 20, 2016 to be assured a place at the session. Registrations received after this date will be accommodated at Canada's discretion. Suppliers will be contacted directly by the Contracting Authority with a confirmation and details of their selected Working Group Sessions no later than 5 days prior to the Working Group Sessions #2.

The ability for Participants to attend these sessions via WebEx and/or teleconference is provided as a courtesy. Canada is not responsible for technical or connectivity issues outside of Canada's control.

Canada will be taking notes during the Working Group Sessions, however, no formal transcript of the proceedings will be distributed or published.

**Working Group Sessions #2**

Various Working Groups are scheduled for July 5 & 6, 2016 in the National Capital Region (NCR). During these sessions, PWGSC, HC, and INAC representatives will present details of the proposed topics and facilitate a discussion on specific issues, potential solutions, and the specific HICPS requirement. The planned Working Group Sessions will focus on:

A. Information Management, Privacy and Security (Section 4)

B. NIHB Service Delivery Model (Section 5)

C. Aboriginal Participation Component (Section 6)

The Working Group Sessions #2 are intended to be an open forum allowing Canada to communicate its requirements at a high level, and for industry to ask questions and seek information in order to gain a sound understanding of the business needs of HC. Please refer to Annex F Working Group Sessions #2 Draft Schedule and Agenda for more details.

In order to make effective use of the Working Group Sessions, Canada requests that Participants to the Working Group Sessions review the sections of this RFI corresponding to the session topics and the respective Questions to Industry in Section 8. Furthermore, Canada requests that Participants submit any questions, comments, or suggestions they may have regarding each Working Group Session topic to the Contracting Authority no later than June 13, 2016, so that Canada can prepare the information in advance of the Session. Participants are requested to identify which session each part of their submission corresponds to.

Following the Working Group Sessions #2, Respondents are invited to submit their written response to this RFI #2 in accordance with the instructions herein. Respondents are requested to include their recommendations and comments from the Working Group Sessions #2 in their written response.

# PART III: QUESTIONS TO INDUSTRY

# 8. Questions to Industry

Information is being sought to identify how future technologies, best practices and innovative business or service models can be applied to the NIHB program specifically. Detailed written responses will enable Canada to consider industry perspectives in the development of HICPS requirements and the eventual RFP.

Responses to this RFI should include, but not be limited to, responses to the following questions. Please include the rationale, details, the additional information needed, and any price or performance impacts on suggested technologies or business practices.

## 8.1 Technical Questions

### 8.1.1 IT Solution

8.1.1.1 Are there shared services models or commercial off the shelf (COTS) solutions currently available that would address the NIHB program based on the information provided in Section 4. on the anticipated privacy, security, information management requirements and in Section 5. on the NIHB program service delivery model?

8.1.1.2 Given Health Canada's internal IT infrastructure (e.g. slow bandwidth), what would be the expected response times that an HC user would see if the models or services described in Question 8.1.1.1 were implemented?

### 8.1.2 Service-Delivery Innovations: Ability to amend adjudication rules in the system

8.1.2.1 What types of changes are typically done in-house to a claims processing system?

8.1.2.2 When is it better to have changes handled by the contractor?

8.1.2.3 Please describe a typical test environment to test changes and how the change-test-deployment life-cycle is handled?

8.1.2.4 How does industry make changes to manage their respective plan/program rules and who is typically tasked with this function? Please describe a typical interface used to manage the rules. Would the person making the changes require technical computer skills (ability to program complex rules using a specific language)?

### 8.1.3 Self-Service for Providers and Clients

8.1.3.1 What are the benefits or advantages that could be offered to a provider to make them want to take the extra step of logging into a portal? What could be offered to a client?

8.1.3.2 Given that there are no family plans under HC's NIHB Program and each eligible individual over the age of one year is assigned a unique identifier (registration number) and claims are adjudicated against that number, how would a client portal operate for children under the age of 18?

8.1.3.3 Can client data be associated into family groupings so that parents or legal guardians can manage the accounts of dependent children?

### 8.1.4 Automated Testing

8.1.4.1 Given the nature of Health Canada staff's need to undertake user acceptance testing on the release of new functionality, what testing approach or approaches can industry recommend?

8.1.4.2 System changes and new releases will need to be validated using production-like conditions to ensure defects that may not have been found during testing in a quality assurance (QA) environment are not discovered once the system has gone live. What approaches are available to Health Canada to validate new system changes prior to them being implemented in the production environment?

### 8.1.5 Claims Verification

8.1.5.1 What automated tools and core technical functionalities are available in the industry to assess, verify and process electronic claims prior to payment?

8.1.5.2 Based on principles of escalating risk, what flexibility is available when detecting an inappropriate paid claim? Understanding a most appropriate action for the type of claim payment must be considered, e.g. conservative action vs invasive action?

8.1.5.3 What are the industry standards for statistical sampling for claims verification?

8.1.5.4 By benefit area, what system functionalities are available, at the Program's discretion, to create a prior approval or pre-determination requirement by provider type and service?

8.1.5.5 In order to leverage the expertise in the auditing and claims verification field would industry be open to providing this service through a joint venture or sub-contracting arrangement?

### 8.1.6 Data Transmission & Storage

8.1.6.1 Are there any electronic data transmission or electronic storage capabilities that are currently available that would address the NIHB program based on the information provided in Section 4. on the anticipated privacy, security, information management requirements and Section 5. on the NIHB program service delivery model?

### 8.1.7 Exception Centres and Processes

8.1.7.1 Having read Subsection 5.2.b describing how Health Canada believes its NIHB Program differs from private and other insurance plans, AND knowing that private insurers have prior-approval processes in place for drugs and other benefits, does industry believe Health Canada's process could lend itself to a shared services model?

### 8.1.8 Claims Adjudication

8.1.8.1 Please describe the typical prior-approval (PA) process in the industry.

8.1.8.2 The PA process for drugs typically involve the prescriber near the end of the claims process once and where a form is required to be completed so the claim may be processed. Given the extra steps this creates, are there any innovations in place or being considered to get the PA form into the prescriber's workflow when the prescription is being prescribed?

8.1.8.3 HC has implemented workflows that rely heavily on paper forms in order to capture sign-offs from prescribers and pharmacists as a way of ensuring the decision is recorded. Are there other ways of capturing the sign-off within these workflows that still meet the same requirements of a 'wet' signature?

8.1.8.4 Could an integrated form management and form filling function be implemented into a system, while allowing HC control over the form structure, rules, etc.?

8.1.8.5 Health Canada operates various Review, Prior-Approval, and Predetermination Centres. To perform the work of adjudicating claims, Health Canada's staff depend on supporting material that is currently faxed or mailed to the department. Are there ways by which supporting material and adjudication decisions can be captured and stored within a claim? Are there ways that supporting material can be captured digitally at the earliest opportunity and not require scanning?

## 8.2 Commercial Question

It is anticipated that the HICPS requirement will be Conditionally Limited to Canadian services as defined in PWGSC's Canadian Content Policy (https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6). Non-Canadian suppliers will be able to submit a bid proposal. Non-Canadian suppliers, however, must meet the requirements for Canadian Content as well as all others stated in the RFP. It is anticipated that the requirement will be Conditionally Limited to Canadian Content as follows:

i. Eligible bidders are those supplying Canadian goods and/or services.
ii. A service provided by an individual based in Canada is considered a Canadian service.
iii. For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
iv. The bidder will be required to submit the Canadian content certification with the bid.
v. If the procurement process was conditionally limited to Canadian goods and/or services, the contracting officer will determine, first, if there are two or more bids with a valid Canadian content certification. In that event, the evaluation will be limited to the bids with the certification; otherwise, all bids will be evaluated. If the bids with a valid certification are later declared non-responsive or withdrawn, and, and after such there are less than two responsive bids with a valid certification of Canadian goods and/or services, the evaluation will continue among those responsive bids which contain a valid certification. If all bids with a valid certification are subsequently found to be non-responsive or withdrawn, then all other bids received will be evaluated.

8.2.1 It is assumed that two or more companies will be able to meet the Canadian content certification requirements. Please provide any comments or show-stoppers you may have on implementing this policy.

## 8.3 Aboriginal Participation Component Questions

8.3.1 Having read Section 6, above, on the Aboriginal Participation Component, please provide feedback on the proposed APC Plan, including the proposed APC value and any subcomponent values.

8.3.2 Provide input on the metrics that could be used to measure the achievement value of the Aboriginal Business Development, Aboriginal Employment, and Aboriginal Training and Skills Development.

8.3.3 Provide feedback on how the barriers to Aboriginal participation will be addressed to achieve the APC requirements.

## 8.4 Proposed Engagement Approach Question

8.4.1 Please provide any comments or feedback on the HICPS engagement approach.

# ANNEXES

# ANNEX A:
# GLOSSARY OF TERMS AND ACRONYMS

The following acronyms and abbreviations have been used in this document:

| Acronym | Definition |
|---|---|
| ABD | Aboriginal Business Directory |
| APC | Aboriginal Participation Component |
| DEC | Drug Exception Centre |
| EDI | Electronic Data Interface |
| FM | Fairness Monitor |
| FNIHB | First Nations and Inuit Health Branch |
| GC | Government of Canada |
| GETS | Government Electronic Tendering Service |
| HC | Health Canada |
| HICPS | Health Information and Claims Processing Services |
| INAC | Indigenous and Northern Affairs Canada |
| MS&E | Medical Supplies & Equipment |
| NCR | National Capital Region |
| NIHB | Non-Insured Health Benefits |
| PA | Prior Approval |
| PD | Pre-Determination |
| PWGSC | Public Works and Government Services Canada |
| RFI | Request For Information |
| RFP | Request For Proposal |
| SA | Special Authorization |

# ANNEX B:
# Non-Insured Health Benefits Program
# Annual Report 2014/2015

**Please see the attachment.**

# ANNEX C:
# ABORIGINAL BUSINESS CAPACITY

## Aboriginal Business Capacity

To find out about existing Aboriginal business capacity, for contracting and sub-contracting purposes, you can refer to the Aboriginal Business Directory (ABD). The Aboriginal Business Directory is a search engine available to industry and the federal procurement community for identifying Aboriginal business suppliers. It is housed within Industry Canada's Canadian Companies Capabilities database http://www.ic.gc.ca/app/ccc/srch/cccSrch.do?lang=eng&prtl=1&sbprtl=&tagid=248.

You can also refer to other available Aboriginal Business Directories such as:

- Canadian Council for Aboriginal Business www.ccab.com
- Union Gas www.uniongas.com/community/aboriginal
- Kativik Regional Government www.krg.ca
- BC Aboriginal Business Association http://bcaboriginalbusiness.com
- Canadian Aboriginal and Minority Supplier Council www.camsc.ca
- Province of Manitoba www.gov.mb.ca/ana
- Province of Ontario https://www.lrcsde.lrc.gov.on.ca/aboriginalbusinessdirectory

You can also contact The Aboriginal Financial Institutions that may help in identifying Aboriginal business capacity https://www.aadnc-aandc.gc.ca/eng/1100100033216/1100100033220 .

In addition, you can contact Offset Market Exchange (OMX) https://theomx.com. OMX is the world's largest, most advanced defence and aerospace industry marketplace, with tens of thousands of qualified suppliers from all corners of the world.

# ANNEX D:
# RULES OF ENGAGEMENT

**Health Information and Claims Processing Services**

**Industry Engagement Process**

**Rules of Engagement**

**(Mandatory Form for Participant)**

An overriding principle of the Industry Engagement is that it be conducted with the utmost fairness and equity between all parties. No one person or organization shall receive nor be perceived to have received any unusual or unfair advantage over the others.

All GC documentation provided throughout the Industry Engagement Process, which begins with the RFI #1 and concludes when an official RFP is published on the Government Electronic Tendering Service (GETS) or when the GC advises Participants that the Industry Engagement Process ("Process") has concluded, will be provided to all participants who have agreed to and signed the Terms and Conditions of Engagement Process ("Participant").

The GC will not disclose proprietary or commercially sensitive information concerning a Participant to other Participants or third parties, except and only to the extent required by law.

**TERMS AND CONDITIONS**

The following terms and conditions apply to the Process. In order to encourage open dialogue, Participants agree:

- To discuss their views concerning the HICPS requirement and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions;
- To allow the GC to record and/or make notes during the One-on-One Sessions and/or Working Group sessions should clarification of information be required;
- NOT to reveal or discuss any information to the MEDIA/NEWSPAPER regarding the HICPS requirement during the Engagement Process. Any media questions will be directed to the PWGSC Media Relations Office at 819-420-5501;
- To direct enquiries and comments only to authorized representatives of the GC, as directed in notices given by the Contracting Authority from time to time. Any communication to unauthorized representatives of Canada may be subject to full disclosure by Canada on the GETS;
- That the GC is not obligated to issue any Request for Proposal (RFP), or to award any Contract for the HICPS requirement;
- That if the GC does release an RFP, the GC retains absolute discretion over the terms and conditions of the RFP;
- That the GC will not reimburse any person or entity for any cost incurred in participating in this Process;
- To direct all enquiries with regard to the procurement of HICPS to the Contracting Authority;
- That participation is not a mandatory requirement. Not participating in this Process will not preclude a supplier from submitting a bid;

- That a Draft RFP may be posted on GETS for industry comment;
- That failure to agree to and to sign the Terms and Conditions will result in the exclusion from the Process;
- That any information submitted to the GC as part of this Process may be used by the GC in the development of a subsequent competitive RFP. However, the Government is not bound to accept any expression of interest or to consider it further in any associated documents such as a RFP;
- That the GC may disclose the names of Participating Suppliers that choose to participate in the Process;
- That other Participants may join the Process at any time in the process; and,
- That a dispute resolution process to manage impasses throughout this Process shall be adhered to as follows:

**Dispute Resolution Process**

1. By informal discussion and good faith negotiation, each of the parties shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected to this Industry Engagement.
2. Any dispute between parties of any nature arising out of or in connection with this industry engagement shall be resolved by the following process:
    a. Any such dispute shall first be referred to the Participating Supplier's Representative and the PWGSC Procurement Manager managing the Industry Engagement. The parties will have three (3) business days in which to attempt to resolve the dispute;
    b. In the event the representatives of the parties specified in Article 2.a. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Project Director and the PWGSC Senior Director of the Directorate responsible for managing the industry engagement. The parties will have three (3) business days to attempt to resolve the dispute;
    c. In the event the representatives of the parties specified in Article 2.b. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Vice President and the PWGSC Director General of the Sector responsible for managing the industry engagement. The parties will have three (3) business days to attempt to resolve the dispute;
    d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's President and the PWGSC Assistant Deputy Minister of the Branch responsible for managing the industry engagement, who will have five (5) business days to attempt to resolve the dispute; and,
    e. In the event the representatives of the Parties specified in Article 2.d. above are unable to resolve the dispute, the Contracting Authority shall within five (5) business days render a written decision which shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participating Supplier.

By signing this document, the individual represents that they have full authority to bind the Participating Supplier listed below and that the individual and the company agrees to be bound by all the terms and conditions contained herein.

**Company Name of Participating Supplier:**

**Name of Individual:**

**Telephone:**

**E-mail:**

**Signature:**

**Date:**

**IMPORTANT:** Suppliers interested in participating in the HICPS Industry Engagement Process must agree to and sign this mandatory form.

Participants are requested to return this completed from via e-mail to: TPSGC.DGASTRDPSS-AQCBHICPS.PWGSC@tpsgc-pwgsc.gc.ca

# ANNEX E:
# REGISTRATION FORM FOR WORKING GROUP SESSIONS #2

**Registration Form for**
**Working Group Sessions #2**

**Company Name of Participating Supplier:**

**Contact Name:**

**Title:**

**E-mail:**

**Telephone:** **Fax:**

**Mailing Address:**

**Preferred Language: English ☐ French ☐**

**Supplier is an Aboriginal Business ☐**

**<u>Working Group Session #2</u>**

**Attendance: Yes ☐ No ☐**

**Attendees:**

| | **Name:** | **Title:** | **Company:** |
|---|---|---|---|
| **1.** | | | |
| **2.** | | | |
| **3.** | | | |

**Attendance via:**

**In Person in the NCR** ☐ **WebEx and/or Teleconference** ☐

**Working Group Sessions #2 Attendance Schedule**

**Please mark the Working Group Sessions you wish to attend:**

| (Times are EDT) | **Working Group** | **Attendance** |
|---|---|---|
| **July 5, 2016** | | |
| **9:30 am – 12:00 pm** | A. Information Management, Privacy and Security | |
| **1:00 pm – 3:15 pm** | B. NIHB Service Delivery Model | |
| **July 6, 2016** | | |
| **9:00 am – 11:30 am** | C. Aboriginal Participation Component | |

Please advise if any attendee requires special venue arrangements for any of the meetings (i.e. persons with special needs)

# ANNEX F:
# WORKING GROUP SESSIONS #2
# DRAFT SCHEDULE AND AGENDA

**Working Group Sessions #2**
**Draft Schedule and Agenda**

**July 5 – 6, 2016**

**National Capital Region**

**Day 1: July 5, 2016**

| Time | Event | Speaker |
|---|---|---|
| | ***Working Group Session A –Information Management, Privacy and Security*** | |
| 9:00 am – 9:30 am | Sign-in and industry networking opportunity | |
| 9:30 am – 9:35 am | Opening Remarks | PWGSC & HC |
| 9:35 am – 10:05 am | CISD presentation on the Security in Contracting Process | CISD |
| 10:05 am – 10:20 am | Questions on Security Presentation | CISD, Participants |
| 10:20 am – 10:35 am | Break | |
| 10:35 am – 11:05 am | Review Information Management, Privacy and Security Requirements for HICPS | HC |
| 11:05 am – 12:00 pm | Questions & Answers, Discussions | HC, Participants |
| | ***Working Group Session B – NIHB Service Delivery Model*** | |
| 1:00 pm – 1:10 am | Sign-in and industry networking opportunity | |
| 1:10 pm – 1:15 pm | Opening Remarks | PWGSC & HC |
| 1:15 pm – 2:00 pm | Review of NIHB Service Delivery Model, including comparison between NIHB and other private or employer-sponsored plans | HC |

| | | |
|---|---|---|
| 2:00 pm – 2:15 pm | Break | |
| 2:15 pm – 3:15 pm | Questions & Answers, Discussions | HC, Participants |

**Day 2: July 6, 2016**

| Time | Event | Speaker |
|---|---|---|
| | ***Working Group Session C – Aboriginal Participation Component*** | |
| 9:00 am – 9:30 am | Sign-in and industry networking opportunity | |
| 9:30 am – 9:35 am | Opening Remarks | PWGSC & INAC |
| 9:35 am – 10:15 am | Review of Aboriginal Participation Component | INAC |
| 10:15 am – 10:30 am | Break | |
| 10:30 am – 11:30 am | Questions & Answers, Discussions | INAC, Participants |