



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
Bid Receiving - Réception des soumissions:

Att : RHQFinance/Procurement/Bids  
RHQ Finance/Procurement/Bids  
AR Finance/Approvisionnement/Soumissions  
Correctional Service Canada  
1045 Main Street, 2<sup>nd</sup> Floor  
Moncton, NB E1C1H1

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à: Service Correctionnel du Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :**

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT”  
« LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE  
RELATIVE À LA SÉCURITÉ »

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS  
ou NAS ou N° d'entreprise :

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Physician Services</b>	
<b>Solicitation No. — N° de l'invitation</b>	<b>Date:</b>
<b>21250-16-2306936</b>	<b>June 16, 2017</b>
<b>Client Reference No. — N° de Référence du Client</b> <b>21250-16-2306936</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b> <b>PW-17-00783003</b>	
<b>Solicitation Closes — L'invitation prend fin</b> <b>at / à : 2:00 p.m./14:00 AST/HNA</b> <b>on / le : July 3, 2017</b>	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> <b>Lise Bourque</b> Regional Contract Officer	
<b>Telephone No. – N° de téléphone:</b> <b>506-851-6977</b>	<b>Fax No. – N° de télécopieur:</b> <b>506-851-6327</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>	
<b>Nova Institution for Women</b> <b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée :</b> See herein	<b>Delivery Offered – Livraison proposée :</b> Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **3. Revision of Departmental Name**

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

### **4. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **5. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **2. Submission of Bids**

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

### **3. Former Public Servants**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### ***Definitions***

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



#### **4. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

CSC requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

**Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.**

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

### **2. Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

### **3. Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately, as applicable.
- 1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable, and Applicable Taxes excluded.
- 1.3 The rates specified in the financial proposal, when quoted by the Bidder, must include provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
  - a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution indicated under 3. Objective.
  - b. travel between the successful bidder's place of business and the Institution; and
  - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.





- 1.4 The rates specified in the financial proposal, when quoted by the bidder, must not include the cost of the supplies and equipment required to provide health services to CSC inmates (see Annex A, statement of work, article 15. Support to Contractor).
- 1.5 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 1.6 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).

### **3.1 Exchange Rate Fluctuation**

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

## **4. Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### **1.2 Financial Evaluation**

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

### **2. Basis of Selection**

SACC Manual Clause A0031T (2010-08-16) – Mandatory Technical Criteria

### **3. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certification Required with the Bid**

Bidders must submit the following duly completed certification as part of their bid.

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Bidders must submit this form to Correctional Service of Canada with their bid.

### **2. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.



**2.1 Integrity Provisions – Required documentation**

**List of names:** all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

**2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga = 1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga = 1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



### **2.3 Status and Availability of Resources**

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

### **2.4 Language Requirements - Bilingual Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

### **2.5 Education and Experience**

SACC Manual clause A3010T (2010-08-16) Education and Experience

### **2.6 Rate Certification**

The Bidder certifies that the rates proposed:

- a. are not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. do not include any provision for discounts to selling agents.

### **2.7 Licensing Certification**

a) General Practitioner Licence:

The Bidder must hold a current license in good standing with the provincial licensing body for physicians and surgeons.

The Contractor must provide a copy of this license to the Contracting Authority annually for the duration of the contract and when requested to do so.

b) Opiate Substitution Therapy for Physicians Prescribing Methadone and/or Suboxone:

The Bidder must have the required authorizations to prescribe Methadone and Suboxone from the appropriate Federal and/or Provincial Authority.

The Contractor must provide a copy of this authorization to the Contracting Authority when requested to do so.

### **2.8 Certification:**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Security Requirement**

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC ISP) apply to and form part of the Contract.
  - 1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
  - 1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/**PWGSC**.
  - 1.1.3 The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
  - 1.1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/**PWGSC**.
  - 1.1.5 The Contractor/Offeror must comply with the provisions of the:
    - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
    - (b) Industrial Security Manual (Latest Edition).

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

#### **3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **3.2 Supplemental General Conditions**

4008 (2008-12-12) – Personal Information, apply to and form part of the Contract.



### **3.3 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. The name, qualifications and experience of the proposed replacement; and
  - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from October 1st, 2017 to September 30, 2018 inclusive.

### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lise Bourque  
Title: Regional Contract Officer  
Correctional Service Canada  
Branch/Directorate: RHQ/Finance/Material Management  
Telephone: 506-851-6977  
Facsimile: 506-851-6327  
E-mail address: lise.bourque@csc-scc.gc.ca



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 Project Authority**

The Project Authority for the Contract is:

Name: (XXX)  
Title: (XXX)  
Correctional Service Canada  
Branch/Directorate: (XXX)  
Telephone: (XXX)  
Facsimile: (XXX)  
E-mail address: (XXX)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

[Fill in at contract award only.]

**5.3 Contractor's Representative**

The Authorized Contractor's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Telephone: \_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ ( *insert the amount at contract award* ) . Customs duties are included and Applicable Taxes are extra.

**6.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any



work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.3 Method of Payment**

SACC Manual Clause H1008C (2008-05-12) – Monthly Payment

### **6.4 SACC Manual Clauses**

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification  
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

### **6.5 Travel and Living Expenses**

There are no travel and living expenses associated with the Contract.

## **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - . a copy of the release document and any other documents as specified in the Contract;
3. Invoices must be distributed as follows:
  - . The original and one (1) copy must be forwarded to the following address for certification and payment.  
Attention: Chief, Health Services  
Nova Institution for Women  
180 James Street  
Truro, Nova Scotia  
B2N 6R8

## **8. Certifications and Additional Information**

### **8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information





are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

## **10. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12) – Personal Information
- (c) the General Conditions 2010B (2016-04-04), Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## **11. Termination on Thirty Days Notice**

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **12. Insurance – Specific Requirements**

- 12.1 The Contractor must comply with the insurance requirements specified in Annex E Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 12.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 12.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



### **13. Ownership Control**

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

### **14. Closure of Government Facilities**

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **15. Tuberculosis Testing**

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.

### **16. Compliance with CSC Policies**

16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

16.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.



## 17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## 18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## 19. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## 20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the



scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## **21. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **22. Information Guide for Contractors**

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: [www.bit.do/CSC-EN](http://www.bit.do/CSC-EN).

## **23. Government Site Regulations**

SACC Manual Clause A9068C (2010-01-11) – Government Site Regulations



## ANNEX A - Statement of Work

### 1. Introduction:

1.1 The Correctional Service of Canada (CSC) Health Services require the services of a physician - general practitioner for Nova Institution for Women in the Atlantic Region. The Contractor (General Practitioner) will provide general practitioner services to inmates and collaborate with the institution's multi-disciplinary health services team that includes, but is not limited to, nurses, dietitians, radiology services, dental, psychiatry, psychology and other allied healthcare professionals.

### 2. Background:

2.1 CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), to “provide every inmate with essential health care and reasonable access to non essential mental health care”.

2.2 The Commissioner’s Directives 800 series are the key references on essential health services covering Clinical services, mental health and public health services.

2.3 The mission of Health Services is to provide offenders with efficient and effective health services that **encourage individual responsibility, promote healthy reintegration and contribute to safe communities.**

2.4 Consistent with its transformation agenda, CSC recognizes that health outcomes are a shared responsibility between service providers and inmates. Inmates must be involved in taking responsibility and proactive measures to safeguard their health, which includes dental health.

2.5 Health Services are provided in ambulatory Health Service Centres in institutions, regional hospitals and regional treatment / psychiatric centres. Inmates may have to go to the community for emergency services, specialized health care services and for hospitalization that cannot be accommodated in CSC’s regional hospitals. In CSC, health care is provided by a wide range of regulated and non-regulated health professionals.

2.6 In broad terms health care means medical, dental, mental health care and public health services. During the period of incarceration, inmates are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.

### 3. Objective:

3.1 Provide and coordinate essential health services to inmates at Nova Institution for Women as a general practitioner.

### 4. Performance standards:

4.1 The Contractor must also take into account gender, cultural, religious and linguistic differences and be responsive to the special needs of women and Aboriginal People.



#### 4.2 Medical care:

The Contractor must provide all services in compliance with federal and provincial legislation and standards, provincial and national guidelines (such as the Canadian Immunization Guide), practice standards and CSC Policy/Guidelines and including the CSC Mental Health Policy and guidelines.

#### 4.3 Compliance with provincial/national guidelines

The Contractor is expected to consult with the Chief Health Services to ensure that all medical practices are consistent with the relevant and most current legislation, practice standards and policies.

#### 4.4 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at [www.CSC-SCC.GC.ca](http://www.CSC-SCC.GC.ca) or available in hard copy.

- Corrections and Conditional Release Act - Section 85 Health Care
- Commissioner's Directive 800, Health Services
- Guidelines 800-1 Hunger Strike: Managing an Inmate's Health
- Commissioner's Directive 803, Consent to Health Service Assessment, Treatment and Release of Information
- Commissioner's Directive 805, Management of Medication
- Commissioner's Directive 821, Management of Infectious Diseases
- Protocol 821-1, Post Exposure Protocol (PEP) and Managing Significant Exposure to Blood and/or Body Fluids
- Commissioner's Directive 835, Health Care Records
- Commissioner's Directive 840, Psychological Services
- Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
- Commissioner's Directive 850, Mental Health Services
- National Essential Health Services Framework
- Emergency Medical Directives
- Specific Guidelines for the Treatment of Opiate Dependence (Methadone/Suboxone®)
- Hospice Palliative Care Guidelines for Correctional Service Canada
- CSC National Formulary
- Clozapine Protocol
- Medication Reconciliation Guidelines
- Neurontin (Gabapentin) Protocol
- Procedures to Obtain Nutritional Supplements
- Managing Medication Events Guidelines
- Documentation for Health Services Professionals
- Abbreviations for Health Services
- Guidelines for Sharing Personal Health Information
- Tuberculosis Prevention and Control Guidelines for Federal Correctional Institutions
- Canadian Tuberculosis Standards (6th Edition)
- Management of Viral Hepatitis Guidelines
- CSC Sexually Transmitted Infections Clinical Practice Guidelines
- Health Canada – Canadian Guidelines on Sexually Transmitted Infections
- Discharge Planning Guidelines: A Client Centred Approach



- Clinical Discharge Planning and Community Integration Service Guidelines
- Institutional Mental Health Services (Primary Care) Guidelines
- Accreditation Standards and Required Organization Practices
- Medication Distribution and Administration
- National Guidelines for Gastroenteritis Outbreaks Compatible with Norovirus
- CSC National Guidelines for the Immunization of Inmates

#### 4.5 Documentation on CSC health care records:

- a) In addition to the above noted policies, guidelines and standards, the Contractor must document all assessment, treatment and consultations in the Inmates Health Care Records in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
- b) As an accountability and quality assurance measure, the Chief, Health Services will periodically review the Contractor's documentation for quality, consistency and completeness.
- c) All of the inmates' health care records, including all protected information, must remain at the institution.
- d) The Contractor must obtain prior approval, in writing, from the Chief, Health Services before collecting any data on inmates. The Contractor must specify what data would be collected and for what purpose. Any data collected in an electronic or other format must remain at the institution.

### 5. Tasks:

#### 5.1 Inmate care:

- a) The Contractor must provide essential general practitioner integrated health services to inmates, as requested by the Chief Health Services, in accordance with the National Essential Health Services Framework, including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.
- b) These services include, but are not limited to the following:
  - i. Essential physical health assessment;
  - ii. Consultation;
  - iii. Treatment;
  - iv. Primary mental health care (this includes collaborating with mental health professionals as well as initiating and continuing the prescription of psychotropic medications);
  - v. Appropriate referrals;
  - vi. Urgent health services (any condition that is likely to deteriorate to an emergency or affect the inmate's ability to carry out their activities of daily living is considered to be "urgent") including referral to the appropriate community hospital for emergency medical services when required;
  - vii. visiting hospitalized offenders admitted to community hospitals when required as authorized by the Chief Health Services.



- c) The Contractor must visit inmates admitted to the Regional Hospital as frequently as required according to their acuity level or as requested by the Chief Health Services.
- 5.2 The Contractor, in his/her role as the primary care physician must manage all aspects of healthcare services for those inmates under his/her direct care, including coordination of care provided to inmates by other practitioners and specialists to ensure continuity and integration of care. This includes, but is not limited to, approval of all recommendations made by healthcare providers outside of CSC.
- 5.3 The Contractor must visit inmates in segregation areas upon request of the Chief Health Services.
- 5.4 The Contractor must document health assessment, treatment, and consultations in the inmate’s health care record.
- 5.5 The Contractor must consult with the Chief Health Services regarding requirements for medical supplies and equipment. Any requests for equipment and supplies must be submitted to, and approved by, the Chief Health Services.
- 5.6 Recommendations for non-formulary medication and Special Authorization items:
  - a) The Contractor must ensure that:
    - i. Medications are prescribed according to CSC’s National Formulary;
    - ii. Requests for non-formulary medications are made in accordance with CSC’s National Formulary; and
    - iii. Requests for Special Authorization items that are being recommended by the Contractor are made in accordance with CSC’s Essential Health Services Framework.
- 5.7 Health Services to other CSC Institutions:

On occasion and at the request of the Chief Health Services, the Contractor may be required to provide health services to inmates in other CSC institutions.

**5.8 On Call**

**a) On Call Services:**

The contractor must be available for work related calls as specified below.

The Contractor must provide on-call services, during Health Service operational hours, seven (7) days per week to Nova Institution for Women.

	Institution Name	Hours of operation Monday to Friday	Hours of Operation Weekends	Hours of operation Statutory Holidays
	Nova Institution for Women	8:00 am to 8:00 pm	8:00 am to 8:00 pm	8:00 am to 8:00 pm





## **6. Grievance and Investigation Processes:**

6.1 The Contractor must participate in various CSC internal inmate grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Chief Health Services, the Contractor may have to undergo interviews as a result of an inmate grievance/investigation process. The contractor will bill time attending meeting at the rate supplied in table (A)

## **7. Services related to the provision of Health Services in CSC:**

7.1 At the request of the Chief Health Services, the Contractor must provide the following services:

- a) participate in the review of policies and guidelines related to the provision of Health Services in CSC; and
- b) assume a leadership role as part of a Professional Advisory Committee, participate in credentialing, and review professional practice issues.

7.2 The Contractor must have knowledge of, and provide input into, CSC's Accreditation Standards, Required Organizational Practices and other CSC quality improvement/assurance initiatives.

7.3 The Contractor must review and sign CSC's Emergency and Non-Emergency Medical Directives annually and whenever these directives are changed as a result of a national review.

## **8. Notification Requirements:**

8.1 The Contractor must notify the Chief Health Services of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide medical services to inmates.

8.2 The Contractor must notify the Chief Health Services immediately of any significant complaints lodged against the Contractor.

## **9. Security:**

9.1 All equipment including communication devices the Contractor wishes to bring into the Institution must be approved by the Chief Health Services and CSC Security in advance.

9.2 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on inmate activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

## **10. Language of work:**

10.1 The Contractor must be fluent in English, both oral and written.



## **11. Hours of work:**

- 11.1 The Contractor must provide inmate care during clinics held at Nova Institution for Women, up to a maximum of 3 hours per week.
- 11.2 The Chief Health Services will establish the clinic hours.
- 11.3 In the event of an unexpected delay or cancellation of the clinic by CSC, the Contractor will be paid a one hour charge calculated from the time the clinic was scheduled to begin.
- 11.4 In case of delays, the Chief Health Services reserves the right to cancel the remainder of the clinic at no additional cost to CSC.
- 11.5 The Chief Health Services may, at his/her discretion, change the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.
- 11.6 The Chief Health Services will notify the Contractor of any changes to clinic schedules a minimum of one week prior to implementation of the change.
- 11.7 The Contractor must sign an attendance record kept by the Chief Health Services at the beginning and the end of each clinic.

## **12. Meetings:**

- 12.1 At the discretion of the Chief Health Services, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 12.2 At the request of the Chief Health Services, the Contractor must attend meetings at Regional Headquarters.  
The contractor shall bill time attending meeting at the rate supplied in table (A)
- 12.3 The Contractor must attend Institutional Health Services team meetings when requested by the Chief Health Services. The Contractor may be requested to attend meetings once per quarter. The Contractor shall bill time spent attending meetings at 75% of the firm hourly rate.
- 12.4 At the request of the Regional Director Health Services or designate (Regional Physician Lead), participate in one hour-long teleconferences/videoconferences. The Contractor shall bill time spent attending teleconferences/videoconferences at 75% of the firm hourly rate.

## **13. Reporting Requirements:**

- 13.1 At any time, the Chief Health Services may request that the Contractor report data on health services provided to inmates. This may include the use of reporting templates as provided by the Chief Health Services.
- 13.2 At the request of the Chief Health Services, the Contractor must produce or contribute to regional reporting.



13.3 As part of CSC's accountability with respect to the delivery of health services, the Chief Health Services may request that the Contractor provide input into reports on health care delivery e.g. infectious diseases surveillance, opiate substitution therapy, chronic disease prevalence.

**14. Constraints:**

14.1 Working within a correctional institutional environment:

- a) In a Correctional Environment there is the possibility of diversion of high abuse potential medications and for security reasons there are restrictions with respect to prescribing that may not exist in the community. Issues surrounding potential diversion, high abuse potential of narcotics and other security issues may occur in CSC Institutions.
- b) While the expectation is that medical practices in CSC institutions are generally consistent with community practice, because the care provided as part of this contract is within a prison setting, there are some limitations with respect to practice. CSC policy and guidelines are developed in order to provide direction to health care professions regarding these limitations.

**15. Support to the Contractor:**

15.1 CSC will provide the supplies and equipment required for health services to inmates.



## ANNEX B – Proposed Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

### 1.0 Contract Period (From Oct. 1, 2017- to Sept.30, 2018)

#### 1.1 Professional Fees

##### (a) Institutional clinics:

For the provision of services during institutional clinics as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm hourly rate in Table (a) in the performance of this Contract, Applicable Taxes extra.

Table (a)					
RESOURCE NAME	PROVINCIAL HEALTH INSURANCE (NON FEE for SERVICE) HOURLY RATES FOR GENERAL PRACTITIONERS A	MARKUP, QUOTED AS A PERCENTAGE B	ALL-INCLUSIVE HOURLY RATE FOR SERVICES PROVIDED DURING INSTITUTIONAL CLINICS C = A + (A X B)	ESTIMATED LEVEL OF EFFORT (hours) D	Total (in Cdn \$) C x D
Physician Services	\$145.20	___%	\$ _____	125	\$ _____

##### (b) On-Call Services:

- i. For the provision of on-call services during the hours stated in Annex A - Statement of Work, the Contractor shall be paid the all inclusive minimum nominal hourly rate in Table (b) in the performance of this Contract, Applicable Taxes extra.

##### ii. Limitation of Expenditure, On-Call Services:

The total limitation of expenditure for on-call services Table (b) must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

Table (b)				
	RESOURCE NAME	MINIMAL NOMINAL ALL-INCLUSIVE HOURLY RATE A	ESTIMATED LEVEL OF EFFORT (hours) B	Limitation of Expenditure for On-Call Services (in Cdn \$) C = A x B
1.1	On-Call Services	\$ _____	5	\$ _____



**c) Attendance at Meetings:**

For attendance at meetings as requested by the Chief Health Services, CSC will pay the contractor an amount equal to 75% of the all-inclusive hourly rate listed in table (a).

Table (c)				
	RESOURCE NAME	MINIMAL NOMINAL ALL-INCLUSIVE HOURLY RATE	ESTIMATED LEVEL OF EFFORT (hours) B	Limitation of Expenditure for On-Call Services (in Cdn \$) C = A x B
1.1	Attendance at meetings	\$ _____	5	\$ _____

**2.0 Option(s) to Extend the Term of the Contract #1 (From Oct. 1, 2018- to Sept.30, 2019)**

**2.0.1 Professional Fees**

**(a) Institutional clinics:**

For the provision of services during institutional clinics as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm hourly rate in Table (a) in the performance of this Contract, Applicable Taxes extra.

Table (a)					
RESOURCE NAME	PROVINCIAL HEALTH INSURANCE (NON FEE for SERVICE) HOURLY RATES FOR GENERAL PRACTITIONERS A	MARKUP, QUOTED AS A PERCENTAGE B	ALL-INCLUSIVE HOURLY RATE FOR SERVICES PROVIDED DURING INSTITUTIONAL CLINICS C = A + (A X B)	ESTIMATED LEVEL OF EFFORT (hours) D	Total (in Cdn \$) C x D
Physician Services	\$145.20	_____%	\$ _____	125	\$ _____

**(b) On-Call Services:**

- i. For the provision of on-call services during the hours stated in Annex A - Statement of Work, the Contractor shall be paid the all inclusive minimum nominal hourly rate in Table (b) in the performance of this Contract, Applicable Taxes extra.

**ii. Limitation of Expenditure, On-Call Services:**

The total limitation of expenditure for on-call services Table (b) must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.



Table (b)				
	RESOURCE NAME	MINIMAL NOMINAL ALL- INCLUSIVE HOURLY RATE A	ESTIMATED LEVEL OF EFFORT (hours) B	Limitation of Expenditure for On- Call Services (in Cdn \$) C = A x B
1.1	On-Call Services	\$ _____	5	\$ _____

**c) Attendance at Meetings:**

For attendance at meetings as requested by the Chief Health Services, CSC will pay the contractor an amount equal to 75% of the all-inclusive hourly rate listed in table (a).

Table (c)			
RESOURCE NAME	MINIMAL NOMINAL ALL- INCLUSIVE HOURLY RATE	ESTIMATED LEVEL OF EFFORT (hours) B	Limitation of Expenditure for On- Call Services (in Cdn \$) C = A x B
Attendance at meetings	\$ _____	5	\$ _____

**1 Option(s) to Extend the Term of the Contract #2 (From Oct. 1, 2019- to Sept.30, 2020)**

**2.1.1 Professional Fees**

**(a) Institutional clinics:**

For the provision of services during institutional clinics as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm hourly rate in Table (a) in the performance of this Contract, Applicable Taxes extra.

Table (a)					
RESOURCE NAME	PROVINCIAL HEALTH INSURANCE (NON FEE for SERVICE) HOURLY RATES FOR GENERAL PRACTITIONERS A	MARKUP, QUOTED AS A PERCENTAGE B	ALL-INCLUSIVE HOURLY RATE FOR SERVICES PROVIDED DURING INSTITUTIONAL CLINICS C = A + (A X B)	ESTIMATED LEVEL OF EFFORT (hours) D	Total (in Cdn \$) C x D
Physician Services	\$145.20	_____%	\$ _____	125	\$ _____



**(b) On-Call Services:**

- i. For the provision of on-call services during the hours stated in Annex A - Statement of Work, the Contractor shall be paid the all inclusive minimum nominal hourly rate in Table (b) in the performance of this Contract, Applicable Taxes extra.

**ii. Limitation of Expenditure, On-Call Services:**

The total limitation of expenditure for on-call services Table (b) must not exceed \$\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

<b>Table (b)</b>				
	<b>RESOURCE NAME</b>	<b>MINIMAL NOMINAL ALL- INCLUSIVE HOURLY RATE A</b>	<b>ESTIMATED LEVEL OF EFFORT (hours) B</b>	<b>Limitation of Expenditure for On- Call Services (in Cdn \$) C = A x B</b>
1.1	On-Call Services	\$_____	5	\$_____

**c) Attendance at Meetings:**

For attendance at meetings as requested by the Chief Health Services, CSC will pay the contractor an amount equal to 75% of the all-inclusive hourly rate listed in table (a).

<b>Table (c)</b>				
	<b>RESOURCE NAME</b>	<b>MINIMAL NOMINAL ALL- INCLUSIVE HOURLY RATE</b>	<b>ESTIMATED LEVEL OF EFFORT (hours) B</b>	<b>Limitation of Expenditure for On-Call Services (in Cdn \$) C = A x B</b>
	Attendance at meetings	\$_____	5	\$_____

**3.0 Cost Reimbursable Expenses**

**3.1** Canada will not accept any travel and living expenses for:

- (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
- (b) Any travel between the Contractor’s place of business and the Institution; and
- (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.



## 4.0 Applicable Taxes

- 4.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes unless otherwise indicated. The Applicable Taxes are extra to the price herein and will be paid by Canada.
- 4.2 The estimated Applicable Taxes of \$\_\_\_\_\_ (to be completed at contract award) are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.





### ANNEX C - Security Requirement Check List

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Contract Number / Numéro du contrat 21250-16-230693 <i>6</i>
Security Classification / Classification de sécurité

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction <i>Health Svc</i>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <i>Physician Services for Nova Institution for Women</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 21250-16-230693 <i>to [signature]</i>
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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Security Classification / Classification de sécurité
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Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 21250-16-230693 <i>10 PE</i>
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Debbie Fury	Title - Titre Chief Health Services	Signature <i>Debbie Fury</i>
Telephone No. - N° de téléphone 902-896-3661	Facsimile No. - N° de télécopieur 902-893-6765	E-mail address - Adresse courriel debbie.fury@cscc-scc.gc.ca
		Date 2017-04-21

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) ROBERT WATTIE	Title - Titre Contract Security Analyst	Signature <i>Robert Wattie</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date May 11, 2017

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Nise Bouvare	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel @cscc-scc.gc.ca
		Date May 9, 2017

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées) Alexandra Pineda	Title - Titre Contract Security Officer	Signature <i>AP</i>
Telephone No. - N° de téléphone 255-946-1051	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel rap@pineda@pugy.scc
		Date 2017-05-31



**ANNEX D – Evaluation Criteria**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed resource must hold a current license in good standing from the provincial licensing body for physicians and surgeons in the province where services are to be provided.</p> <p>Bidders must provide a copy of the license with their bid.</p>		
M2	<p>The proposed resource must have a minimum of six (6) months experience in providing primary care or in general practice in the last two (2) years.</p>		
M3	<p>The proposed resource must hold a current and valid authorization to prescribe Methadone and Suboxone from the appropriate Federal and/or Provincial authority.</p> <p>Bidders must provide a copy of the authorization with the bid.</p>		



## ANNEX E - Insurance Requirements

### 1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

- 2.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **3. Medical Malpractice Liability Insurance:**

- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



## **ANNEX F-National Essential Health Services Framework**

Please see attached.