

ANNEX B - ONTARIO

BASIS OF PAYMENT

1.0 General Instructions Concerning Travel and Living Expenses

- 1.1 All travel must have the prior authorization of the TA Authority in charge of submitting the TA form for a specific requirement.
- 1.2 Canada will reimburse required travel at cost, with no allowance for overhead, profit, travel agency fees or consulting fees from a Designated Transportation Hub (as detailed in Appendix A of Annex A) to the Location of Work. Travel arrangements must be made in accordance with terms and conditions for travel herein and in accordance with the National Joint Council Travel Directive. Any costs incurred by the Contract Nurse to get to the Designated Transportation Hub are solely the responsibility of the Contractor and will not be reimbursed by Canada.
- 1.3 Canada will not pay for any additional travel and living expenses including, but not limited to parking, excess luggage, meals, incidentals and telephone calls.

Canada will not mail belongings back and forth between nursing stations between assignments. All freight and excess baggage must be processed by the Contractor and only invoiced to Canada if approved under the terms of a specific Task Authorization.
- 1.4 The Contractor must ensure that all Contract Nurses, in normal circumstances, travel to the Location of Work the day before Work is to commence, and depart on the last flight out on the last day of the period of service, unless otherwise stated in the TA.
- 1.5 As the majority of travel is done by air, the Designated Transportation Hub is therefore defined as the airport of the named cities identified in Appendix A to Annex A. In cases where air travel is not an option, the Contractor must obtain authorization to use an alternative mode of transportation from the TA Authority prior to traveling.
- 1.6 In situations where the Contract Nurse is assessed to not meet the minimum competencies, or in the opinion of Canada, is incapable of doing the required work, the Contractor will be responsible for the salary, travel, and accommodation costs for the Contract Nurse to return to a Designated Transportation Hub. Also, the Contractor must assume all costs for providing a qualified replacement to the Location of Work
- 1.7 Canada will be responsible for travel costs associated with removing a Contract Nurse from the community in circumstances of a natural disaster or emergency (e.g. fire, flood, oil spill etc.)
- 1.8 Canada will be responsible for travel costs associated with any change in the Location of Work that is initiated by Canada.
- 1.9 Where there are extenuating circumstances following successful departure from the Designated Transportation Hub (e.g. poor weather) which would delay the Contract Nurse's arrival to the Location of Work at commencement of period of service outlined in the TA, Canada will pay for accommodation and transportation at the economy rate. Such extenuating circumstances will need

approval of the TAA.

1.10 Where there are extenuating circumstances (e.g. poor weather) disrupting travel from the Location of Work which would delay the Contract Nurse's arrival to a Designated Transportation Hub at completion of period of service outlined in the TA, Canada will pay for accommodation and transportation at the economy rate. Such extenuating circumstances will need approval of the TAA.

1.11 The authorized travel and living expenses will be paid upon submission of an itemized statement and must be supported by receipt vouchers. All payments are subject to government audit.

2.0 Professional Fees

Ontario Region:

During the period of the Contract, for Work performed by Contract Nurses in accordance with the Contract, the Contractor will be paid as specified below.

2.1 For Regular Working Hours and Stand-by Work:

(Refer to Annex A – Statement of Work for definitions of Regular Working Hours and Stand-by)

The Contractor will be paid the all-inclusive Regular Hourly Rate specified below for Regular Working Hours and Stand-by Work:

Resource Category	Contract Year 1	Contract Year 2	Contract Year 3	Option Period 1	Option Period 2
Registered Nurse	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)
Nurse Practitioner	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)

Stand-by is payable at the rate of one hour of the Regular Hourly Rate for every eight hours of Stand-by.

2.2 Overtime, Call-back Time and Work performed on Statutory Holidays:

(Refer to Annex A – Statement of Work for definitions of Overtime, Call-back Time and Statutory Holidays)

The Contractor will be paid the same all-inclusive Overtime Hourly Rate for the Work performed on Overtime, Call-back Time and Statutory Holidays, as specified below:

Resource Category	Contract Year 1	Contract Year 2	Contract Year 3	Option Period 1	Option Period 2
Registered Nurse	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)
Nurse Practitioner	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)	\$(TBD in the resulting Contract)

Multiple claims for the same Call-back Time, as defined in Annex A, will not be accepted by Canada.

2.3 The firm hourly rates specified in sections 2.1 and 2.2 above are inclusive of all costs associated with the delivery of the Work including, but not limited to:

- i. Management and oversight of the services;
- ii. Development, maintenance and revision of their CNTP on an annual basis;
- iii. All expenses associated with ensuring competence of Contract Nurses during the period of the Contract;
- iv. Repairing damage or replacing the loss of Government Property, by the Contract Nurse, during the period of the Task Authorization;
- v. All expenses associated with attending the Start-Up Phase meetings, and up to four meetings per Contract Year in the National Capital Region with the Technical and Contracting Authorities; and,
- vi. The cost of all travel and living expenses that may need to be incurred for:

(1) Travel between the Contractor's place of business or the Contract Nurse's home province and any Designated Transportation Hub (inbound and outbound) including all travel delays and/or cancellations regardless of the nature;

(2) All travel and living expenses incurred in the Designated Transportation Hub city including costs associated with travel delays and cancellations (inbound and outbound); and,

(3) The relocation of resources initiated by the Contractor.

Separate charges for any items related to the Contractor's overhead costs are not permitted.

2.4 Transition Period

If Canada extends the Period of the Contract under article 4.2, ii), of the Contract, the Contractor will be paid the all inclusive hourly rates stated for Option Period 2 in sub-sections 2.1 and 2.2 above for Work performed during the transition period.

3. Authorized Travel and living Expenses

3.1 Travel Time

3.1.1. Travel To and From the Location of Work

Travel time necessary for the one-way trip between a Designated Transportation Hub (refer to Appendix A to Annex A for list of hubs by Region) and the Location of Work at both the start and end of each work assignment, as identified in an approved Task Authorization, will be compensated at a fixed price of \$150.00 (excluding taxes) for each Contract Nurse.

In the event that a Contract Nurse must be removed from the Location of Work as a result of performance and / or conduct issues, as outlined in article 2.1.1, c) of the Contract, the Contractor must cover all costs associated with returning the Contract Nurse to a Designated Hub. In addition, the Contractor will not be compensated for the \$150.00 fixed price for the one-way trip.

3.1.2. Travel Time While in Transit

Following the authorized participation in a Medical Evacuation, or travel time as a result of a Canada initiated change of Location of Work, subsequent to the period of service start date, there may be periods of time in which a Contract Nurse is in transit, or layover, waiting to return to the Location of Work. In these instances time spent by a Contract Nurse travelling in transit may be invoiced at 50% of their

Regular Hourly Rate, for hours in transit between 06:00am and 11:00pm, as per the Regular Working Hours defined in Annex A. Any such claim must be supported by an authorized time sheet (Appendix E to Annex A).

3.2 Travel and living expenses

Any travel costs for authorized travel will be reimbursed in accordance with the general instructions concerning Travel and Living Expenses stated in section 1 above.

4.0 Termination or Reduction of the Period of Service of a Task Authorization

4.1 Professional Fees:

4.1.1 There will be no charge to Canada for TA termination, or reduction to the period of services of a TA, if written notification is provided to the Contractor 14 or more calendar days prior to the period of service start date as indicated in an authorized TA.

4.1.2 Where a TA is either terminated by Canada, or where the period of services of a TA is reduced by Canada, less than 14 calendar days prior to the period of service start date, as indicated in an authorized TA, and alternative assignments of similar duration and timeline to the period reduced, or terminated, have not been offered to the Contractor, the Contractor may invoice Canada at rate of \$250 per day for each day of the period of service that was reduce or terminated, up to a maximum of 10 days.

4.2 Travel Expenses:

4.2.1 Where a TA is terminated by Canada, and the Contractor has provided the TA Authority with a copy of the confirmed travel itinerary, demonstrating that the travel has been booked consistent with the approved TA, the Contractor will be reimbursed at cost for the amount committed by the Contractor for the travel arrangements made, subject to the following conditions:

- a. the Contractor must manage and apply any travel credits received due to the TA termination towards future TA requests under the Contract whenever it is possible to do so; and,
- b. Whenever travel credits exist, the Contractor must provide a detailed travel credit report to the Technical Authority and the Contracting Authority on the first day of each calendar month. The travel credit report must include the following information:
 - i. For each authorized TA terminated, the following data elements must be presented:
 - The TA number;
 - The total value of the credits generated by the termination;
 - Proof of any credit restrictions imposed by the issuer (i.e. the travel company) related to use of the resulting credits;
 - Copies of receipts or vouchers demonstrating the travel credits;
 - The total value of all travel approved by Canada and purchased by the Contractor for the authorized TA;
 - The date of issuance of the original TA; and,
 - Professional fee(s), where applicable.

- ii. A table indicating total amounts for all authorized TAs terminated. The following data elements must be presented in the table:
- A breakdown of the total value of all travel credits accumulated under the Contract to date, including TA numbers for which the travel credits were originally granted;
 - A breakdown of the total of all travel credits that have been redeemed towards TAs under the Contract, including TA numbers for which the travel credits were redeemed;
 - The total value of the remaining travel credit balance for all TAs terminated under the Contract; and
 - The total value of all applicable professional fees.

4.2.2 Where the period of services of a TA is reduced or extended at the request of Canada, and the Contractor has previously provided the TAA with a copy of the confirmed travel itinerary demonstrating that the travel has been booked consistent with the approved TA, and travel related to return to a Designated Transportation Hub is no longer applicable, the Contractor will be reimbursed for any change fees incurred for rescheduling travel for the Contract Nurse.

4.3 No other charges to Canada will apply in relation to a termination.

4.4 Nothing in article 4 will affect Canada's rights to terminate the Contract as specified in the general terms and conditions.

5.0 Option to Acquire Nursing Services for Additional Regions

Further to article 1.1, i) of the Contract, fixed all-inclusive firm hourly rates for the delivery of Nursing Agency Services for a Region that is not identified in section 2, and which are required for "as and when requested" Work to be performed in accordance with Annex A, of the Contract, will be negotiated as and when required by the Contracting Authority. The fixed all-inclusive firm hourly rates for the Resource Categories listed in section 2 above, for Regular Working Hours, Stand-by time, Overtime, Call-back Time, and Work performed on Statutory Holidays in the new Region must be fair and reasonable and the Contractor must demonstrate that they are not in excess of the best price for similar type quality and quantity of Work. Canada reserves the right to apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time. The firm hourly rates for Resource Categories in additional Regions only apply once incorporated into the Contract through a Contract amendment.

6.0 Option to Add New Resource Categories

Further to article 1.1, ii) of the Contract, Fixed all-inclusive hourly rates for Resource Categories not identified in section 2 above, and which are required for "as and when requested" Work to be performed in accordance with Annex A, of the Contract, will be negotiated as and when required by the Contracting Authority. The fixed all-inclusive hourly rates must be fair and reasonable and the Contractor must demonstrate that they are not in excess of the best price for similar type quality and quantity of work. Canada reserves the right to apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time. The per diem rates for additional Resource Categories will only apply once incorporated into the Contract through a Contract amendment.

7.0 Pre-Placement Orientation (PPO):

Canada will pay the Contractor at the following rates for Work conducted during the initial PPO:

PPO Segment	Rate (excluding taxes)
Segment 1	\$250 per working day
Segment 2	Hourly rates identified in section 2 of this Annex.

Travel and living expenses for associated with Segment 1 of the PPO will be reimbursed in accordance with the National Joint Council Travel Directive.

Travel and living expenses for associated with Segment 2 of the PPO will be reimbursed in accordance with Section 1 and Section 3 of this Annex.

Any additional PPOs, provided at the request of the Contractor (and if agreed to by Canada) will be at the Contractor's own expense (including all costs associated with travel and living).

8.0 Performance Incentive Fee (PIF)

In accordance with the Performance Incentive Fee (PIF) clauses found in Annex G Performance Measurement Framework, Canada will make available a PIF (excluding taxes) in the following amounts:

	Contract Period	Maximum PIF Amount
Contract Year 1	Contract Award Date – TBD	\$
Contract Year 2	TBD	\$
Contract Year 3	TBD	\$
Option Year 1	TBD	\$
Option Year 2	TBD	\$

[Note: The PIF values applicable to Region, and Contract Year Periods, will be inserted at contract award. Please refer to Annex G for further details on the PIF]

9.0 Urgent TA Fee

In addition to payment made for Work conducted under an authorized TA, the Contractor will be paid at the fixed price specified below, for any Urgent Task Authorization that meets the terms of article 1.2.3.3.3.1 of the Contract ("Complete"), within the following timelines, that is authorized by Canada:

Timeline	Fixed Price (excluding taxes)
Canada's receipt of a Complete Urgent TA response within 1 hour of the Contractor acknowledging receipt of the TA Form.	\$250
Canada's receipt of a Complete Urgent TA response within 3 hours of the Contractor acknowledging receipt of the TA Form.	\$150

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005xf
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10.0 ESR Fee

In addition to payment made for Work conducted under an authorized TA, the Contractor will be paid at the fixed price specified below for any ESR that meets the terms of article 1.2.3.3.4.1 of the Contract ("Complete"), within the following timeline that is authorized by Canada

Timeline	Fixed Price (excluding taxes)
Canada's receipt of a Complete ESR response against a pre-approved TA for ESRs period within 2 hours.	\$250