



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
6.7 PAYMENT .....	13
6.8 INVOICING INSTRUCTIONS .....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.10 APPLICABLE LAWS.....	15
6.11 PRIORITY OF DOCUMENTS .....	15
<b>ANNEX A - STATEMENT OF WORK .....</b>	<b>167</b>
<b>ANNEX B – BASIS OF PAYMENT.....</b>	<b>27</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, 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 requirements 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;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work.

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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) (<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](#) (2018-05-22) 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: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to the Health Canada Contracting Authority by the date, time and place indicated in the bid solicitation.

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

### 2.3 Former Public Servant

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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar 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.

## **2.5 Applicable Laws**

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

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**

### **3.1 Bid Preparation Instructions**

The bid must be separated as follows:

- Section I: Technical Bid (one electronic copy by email);
- Section II: Financial Bid (one electronic copy by email);
- Section III: Certifications (one electronic copy by email).

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use a numbering system that corresponds to the bid solicitation.

**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.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment.

**Section III: Certifications**

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

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

**4.1 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 Canada will evaluate the bids.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Yes” or a “No.”

<b>ATTENTION BIDDERS:</b> Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
<b>MT1</b>	<p><b>Identify resource(s) to completing work outlined in Statement of Work</b></p> <p>The bidder must propose one or more resources and demonstrate, by providing copies of resumes and education credentials, that each resource has a minimum of 10 years experience in health care field (e.g. as a physician and/or researcher in a Canadian clinical setting working)</p> <p><b>AND</b></p> <p>A minimum of 10 years experience with physician remuneration modeling.</p>		

<p><b>MT2</b></p>	<p><b>Experience in leading and carrying out analysis on medical fee codes used by physicians</b></p> <p>The Bidder must demonstrate, by providing detailed project descriptions, that each of the proposed resource(s) has completed three (3) projects in the last ten (10) years related to physician compensation models</p> <p>Project summaries must:</p> <ul style="list-style-type: none"> <li>a) Have been a minimum of 30 days in duration (include the start and end dates);</li> <li>b) Provide a description of the scope and complexity of the project and expected deliverable(s);</li> <li>c) Provide a description of the proposed resource's roles and responsibilities;</li> <li>d) Provide the name and contact information (telephone number and/or email address) of the client as a reference.</li> </ul> <p>Canada reserves the right to contact references to validate information and that the project was delivered on time and of an acceptable quality.</p>		
<p><b>MT3</b></p>	<p><b>Experience in the development and negotiation of models related to physician fee-for-service</b></p> <p>The Bidder must demonstrate, by providing detailed project descriptions, that each of the proposed resource(s) has completed three (3) projects in the last ten (10) years involving the development and negotiation of models of fee-for-service used by Canadian physicians.</p> <p>Project summaries must:</p> <ul style="list-style-type: none"> <li>a) Have been a minimum of 30 days in duration (include the start and end dates);</li> <li>b) Provide a description of the scope and complexity of the project and expected deliverable(s);</li> <li>c) Include alternative payment and funding plans;</li> <li>d) Provide a description of the proposed resource's roles and responsibilities;</li> <li>e) Provide the name and contact information (telephone number and/or email address) of the client as a reference.</li> </ul>		
<p><b>MT4</b></p>	<p><b>Stakeholder Networks</b></p> <p>The bidder must demonstrate that they have established relationships with PT Ministries of Health, physician negotiators, health authorities and physician stakeholder groups within Canada.</p> <p>Bidder must provide three (3) stakeholders:</p> <ul style="list-style-type: none"> <li>a) Names and contact information (telephone number and/or email address) as a reference.</li> </ul>		

	Canada reserves the right to contact references to validate information		
<b>MT5</b>	<p><b>Work Plan and Methodology</b></p> <p>The Bidder demonstrate, by providing a detailed work plan, that they understand the requirement as described in the Statement of Work, and that they have the capacity to complete the work.</p> <p>The Work Plan must:</p> <ul style="list-style-type: none"> <li>a) Identify the resource(s), the proposed methodology and timelines for completion of each task described in section 2.1 of the Statement of Work; and</li> <li>b) Identify potential problem or risks and explain any mitigation strategies to avoid and/or address challenges that may be encountered in completing this project.</li> </ul>		

#### 4.1.1.2 Point Rated Technical Criteria

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (indicate page #)
<b>RT1</b>	<p><b>Quality of Work Plan and Methodology</b></p> <p>The proposed Work Plan and Methodology will be evaluated for overall clarity and quality.</p> <p>Points will be allocated as follows:</p> <p><b>5 points:</b></p> <ul style="list-style-type: none"> <li>• Clear, in-depth work plan and schedule of work</li> <li>• Times frames and resources would meet or exceed all of the deadlines</li> <li>• Creative and innovative details on how it will meet the requirement (i.e. methodology)</li> <li>• In-depth and specific details provided, no deficiencies exist (i.e. methodology)</li> </ul> <p><b>3 points:</b></p> <ul style="list-style-type: none"> <li>• Marginal or partial work plan and schedule of work, some elements not clearly addressed</li> <li>• Time frames and resources are reasonable to meet some of the deadlines; minor deficiencies exist</li> <li>• General or partial details on how it will meet the requirement</li> <li>• Demonstrates the capability to meet some of the requirement (i.e. methodology)</li> </ul>	5		



	<ul style="list-style-type: none"> <li>Some elements were not clearly addressed; some deficiencies exist of some concern (i.e. methodology)</li> </ul> <p><b>1 points:</b></p> <ul style="list-style-type: none"> <li>Limited, unclear or insufficient work plan and schedule of work; considered weak</li> <li>Major deficiencies exist</li> <li>Time frames and resources are not reasonable to meet the deadlines</li> <li>Very few elements provided, information not clearly addressed</li> <li>Details considered weak or incomplete, major deficiencies exist (i.e. methodology)</li> </ul> <p><b>0 points:</b></p> <ul style="list-style-type: none"> <li>No details provided</li> <li>Evaluated as not meeting the requirement or the requirement's intent</li> </ul>			
RT2	<p><b>Understanding of the Requirements of the Project</b></p> <p>The bidder is asked to include an outline (maximum of 1 page) which details the methodology proposed and the approach by which it would be implemented. The assessment of this criteria will be based on the extent to which the proposal articulates the bidder's understanding, in their own words, of the goal of the project.</p> <p>Points will be allocated as follows:</p> <p><b>5 points:</b></p> <ul style="list-style-type: none"> <li>a clear understanding of the requirement of the project; clearly references how the project would integrate multiple sources of data; includes the intended use of the schematic provided in Annex "A" - the SOW; and might include suggested improvements to the requirements in the statement of work, if needed.</li> </ul> <p><b>3 points:</b></p> <ul style="list-style-type: none"> <li>adequate information is provided to show some understanding of the project goals; indicates how project may integrate multiple sources of data, but no reference or details of intended use of schematic provided in the SOW.</li> </ul> <p><b>0 points:</b></p> <ul style="list-style-type: none"> <li>crucial pieces of information are missing; irrelevant information is included; lacks clarity and understanding of the project goals.</li> </ul>	5		

RT3	<p><b>Written Reports and Presentations</b></p> <p>The Bidder and/or resource(s) has demonstrated experience in gathering evidence, synthesizing information, producing written reports and presentations. Bidders are asked to submit samples of written reports and/or presentations.</p> <p>Points will be allocated as follows:</p> <p><u>Relevance of written reports and/or presentations to project deliverables</u></p> <ul style="list-style-type: none"> <li>• <b>One point</b> awarded for each sample of written reports and presentations relevant to project deliverables (e.g. project plan detailing methodology, project updates/ process reports, etc.) - up to a maximum of 5 points.</li> </ul> <p><u>Quality of sample reports and/or presentations</u></p> <p><b>5 points:</b></p> <ul style="list-style-type: none"> <li>• Samples are well written, do not contain any spelling mistakes, and include samples for diverse audiences (technical and non-technical).</li> </ul> <p><b>3 points:</b></p> <ul style="list-style-type: none"> <li>• Samples are adequately written, however all samples are too technical (do not consider project audience / do not provide sample formats for varied audiences).</li> </ul> <p><b>0 points:</b></p> <ul style="list-style-type: none"> <li>• Samples are poorly written, with poor grammar and spelling.</li> </ul>	10		
	<p><b>Total Available Points : 20 (Minimum score 15)</b></p>			

**4.1.2 Financial Evaluation**

MF1	The bid must not exceed \$450,000, including all applicable taxes.		
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**4.2 Basis of Selection**

**4.2.1 Highest Rated within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the minimum score of 15/20 on the rated criteria.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

## **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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 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.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Additional Certifications Precedent to Contract Award**

##### **5.2.2.1 Status and Availability of Resources**

[A3005T](#) (2010-08-16), Status and Availability of Resources

##### **5.2.2.2 Education and Experience**

[A3010T](#) (2010-08-16) Education and Experience

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

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

### **6.1 Security Requirements**

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada/Public Health Agency of Canada and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

### **6.2 Statement of Work**

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

### **6.3 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from the date of contract award to March 31, 2021.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) 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.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Erin Massey  
Title: Senior Procurement and Contracting Officer  
Health Canada and the Public Health Agency of Canada  
Chief Financial Officer Branch  
Directorate: Materiel and Assets Management Branch  
Address: 200 Eglantine Driveway, Ottawa, ON K1A 0K9  
Telephone: 613-941-2094  
E-mail address: [erin.massey@canada.ca](mailto:erin.massey@canada.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.

### 6.5.2 Project Authority (to be identified at contract award)

The Project Authority for the Contract is:

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.

### 6.5.3 Contractor's Representative (to be identified at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment – Firm Hourly Rates

The Contractor will be paid firm hourly rates as specified in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_.  
Customs duties are excluded 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% committed, or
  - b. four 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.

### **6.7.3 Method of Payment –QUARTERLY PAYMENTS**

Canada will pay the Contractor on a quarterly basis (April 1-June 30; July 1-September 30; October 1-December 31; January 1-March 31) for work performed during the 3-month period covered by the invoice in accordance with the payment provisions of the Contract.

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### **6.8 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original must be forwarded to [hc.p2p.east.invoices-factures.est.sc@canada.ca](mailto:hc.p2p.east.invoices-factures.est.sc@canada.ca) for certification and payment.

### **6.9 Certifications and Additional Information**

#### **6.9.1 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.

## **6.10 Applicable Laws**

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

## **6.11 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 general conditions 2010B (2018-06-21), General Conditions: Professional Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## **6.12 Insurance**

G1005C (2016-01-28), Insurance – No Specific Requirement

## **ANNEX A - STATEMENT OF WORK**

### **Analysis of Value-Based Payment for Physicians**

#### **1. Scope**

##### **1.1. Introduction**

Health Canada (HC) Health Care Programs and Policy Directorate (HCPPD) Strategic Policy Branch (SPB) has a requirement to undertake a jurisdictional comprehensive review and analysis of current physician fee schedules and provide evidence-based considerations to support the development of options at a pan-Canadian level for modernization of value-based payment.

##### **1.2. Objectives of the Requirement**

The overall objective is to produce an analysis of the provincial and territorial (PT) fee schedules with a focus on common fee codes that are frequently used, high dollar value or likely to benefit from updates given changes with the health care system or patient needs (e.g. technology advancements).

Given the immense complexity of fee schedules across Canada, both within and between physician specialties, this work represents an important step in efforts towards the development of options at a pan-Canadian level for modernization of value-based payment.

##### **1.3. Background and Specific Scope of the Requirement**

###### *Background*

According to the Canadian Institute for Health Information, spending on physicians has been the third-largest source of health care spending, behind hospitals and drugs (2016).<sup>1</sup> At a time when many jurisdictions are facing fiscal constraints, there is significant pressure on governments to demonstrate value of service for these expenditures and control costs where possible, without limiting physician bargaining processes.

Health care is a shared responsibility between the Government of Canada and the PTs. While the federal government provides financial support to the PTs for health care services, the responsibility for matters related to the administration and delivery of health care services, including physician compensation, falls within PT jurisdiction. Acknowledging that jurisdictions have different expectations and contexts for oversight of the health workforce, there is nonetheless a common need for system and provider accountability, patient safety and satisfaction.

The Federal/Provincial/Territorial (FPT) Committee on Health Workforce (CHW) has a mandate to:

- provide policy and strategic advice to the jurisdictions and the Conference of Deputy Ministers (CDM) on health workforce challenges;
- provide policy and strategic advice to the jurisdictions and the CDM on the planning, organization and delivery of health services;
- respond to requests for advice from CDM on emerging issues in health human resources and health delivery; and
- provide a pan-Canadian forum for collaborative action, strategic discussion, and information sharing on priority FPT issues.

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<sup>1</sup> Canadian Institute for Health Information, National Health Expenditure Trends, 1975-2016 (2016)



The Physician Compensation Subcommittee (PCS) reports to CHW and is comprised of PT officials responsible for the management of physician negotiations and representatives from CHW. This subcommittee's mandate is to undertake work on pan-Canadian approaches to appropriateness and utilization management, remuneration models, expenditure and quality measurement based on population health outcomes and feasibility of a pan-Canadian approach to modernizing value based fee schedules.

In 2016-17, under the direction of CHW, PCS undertook an analysis of PT fee schedules in ophthalmology and consultation services across disciplines. The report's findings illustrated a lack of relativity of physician compensation schedules within and across jurisdictions as well as a lack of correlation between the time required to perform a procedure and the rate of compensation.

*Scope:*

This new work on physician fee schedules could serve as the foundation in considering a pan-Canadian level approach for the modernization of value based payment by offering a national perspective of differences and additional evidence related to fee codes and their evolution. This would provide jurisdictions with additional evidence to support their respective decision-making with the aim of better aligning physician expenditures and system outcomes.

## **2. Requirements**

### **2.1. Tasks, Activities, Deliverables and Milestones**

The Contractor will work in collaboration with the PCS and the CHW Secretariat within Health Canada to undertake an analysis of the PTs' fee schedules, with a focus on an estimated 70 fee codes that are frequently used, high dollar value or likely to benefit from updates given changes with the health care system or patient needs (e.g. technology advancements). The section on collection of fee codes may be completed all at once or in stages; the contract is to outline the proposed approach in work plan for PCS consideration. Phase I of the work includes eleven pre-identified fee codes in the field of:

- **Surgery:**
  - o Colonoscopy
  - o Endoscopy / Esophagogastroduodenoscopy (EGD)
  - o Removal of Tumour (General Surgery)
  - o Total Hip Arthroplasty
  - o Angioplasty
- **Medical Specialty:**
  - o Laser Trabeculoplasty / Photocoagulation
  - o Cataract Extraction/Lens Implant
  - o Routine vaginal delivery without manual removal of placenta, with or without repair of minor lacerations
  - o Intravitreal injection for drug delivery
  - o ECG & Interpretation
- **Family Medicine:**
  - o Complete history and physical examination/ Comprehensive consultation

In order to analyze the above-mentioned fee codes, the Contractor will:

- Collect all fee code data that are viewed by PTs as fee codes that are frequently used, high dollar value or likely to benefit from updates given changes with the health care system or patient needs (e.g. technology advancements);
- Develop a table that breaks down fee codes for these specialties by costing (dollar amount per minute), time, and by PT jurisdiction;
- Conduct an overview of how the fee codes have evolved over time;
- Conduct an environmental scan outlining why these fee codes are frequently used or costly;
- Examine and explain the impacts of the fee codes on physician compensation; and

- Provide initial considerations for an approach to modernization of value based payment by offering a national perspective of differences and additional evidence related to fee codes and their evolution.

Following completion of Phase I and approval by PCS, Phase II of work entails identifying the remaining fee codes that are frequently used, high dollar value or likely to benefit from updates given changes with the health care system or patient needs (e.g. technology advancements) for PCS consideration and ranking them in order of priority (approximately 60 fee codes, 2-3 per speciality). The Contractor is to group the codes in blocks of how they intend to present them to PCS (e.g. present set of 10 fee codes, then move on to another set of 10 fee codes). In undertaking Phase II of this work the Contractor will:

- Provide recommended list of additional codes for examination and rationale for PCS consideration (including timeframe of when each group of fee codes analysis could be completed);
- Develop a table that breaks down fee codes by specialty, costing (dollar amount per minute), time, and PT;
- Conduct an overview of how the schedules have evolved over time;
- Conduct an environmental scan outlining of why these codes are frequently used or costly;
- Examine and explain the impact of the schedules on physician compensation; and
- Provide options for an evidence-based approach to modernization of value based payment by offering a national perspective of differences and additional evidence related to fee codes and their evolution.

The Contractor will also be required (for all phases of work) to:

- Participate in teleconferences with the CHW Secretariat and PCS members, as required;
- Present interim report of initial findings to PCS members following completion of each phase/ and or identified blocks of fee codes. This also includes ranking of the fee codes for each specialty classification by the calculated dollars per minute (harmonizing data where possible);
- Prepare a final report outlining the methodology and results. This report will include an overview of how the schedules have evolved over time, the impact of the schedules on physician compensation. Additionally, the report is to include options for an evidence-based approach to modernization of value based payment by offering a national perspective of differences and additional evidence related to fee codes and their evolution, which could be presented to PCS and CHW; and
- Present the work to the PCS and CHW in person (travel may be involved).

## **2.2. Method and Source of Acceptance**

All deliverables and services rendered under any contract are subject to inspection and approval by the Project Authority. Should any deliverable not be the satisfaction of the Project Authority, as submitted, the Project Authority shall have the right to reject it or require correction before payment will be authorized.

## **2.3. Reporting Requirements**

In addition to the timely submission of all deliverables and the fulfilment of all obligations, it is the responsibility of the Contractor to facilitate and maintain regular (monthly) communication with the Departmental Representative and Project Authority. Communication is defined as all reasonable efforts to inform all parties of plan, decisions, proposed approaches, implementation and results of work, to ensure that the work is progressing well and in accordance with expectations.

Communication may include: phone calls, emails, mailings and meetings. Project Authority or Contractor may also communicate on an ad hoc basis, if any issues, problems, or areas of concern in relation to any work completed under the contract.

Additionally, the Contractor must submit an interim and final report and supporting presentations to the Project Authority.

**2.4. Project Management Control Procedures**

The Project Authority shall ensure the Contract work will be completed on time, on budget and of an acceptable quality.

**4. Additional Information**

**4.1. Canada’s Obligations**

Canada will:

- Provide the contractor with access to all relevant background documents pertaining to the PCS;
- Provide teleconference lines and/or webinar/videoconferencing facilities, as required;
- Provide recording equipment for meetings with 4-5 technical experts identified by the Project Authority;
- Coordinate all meetings;
- Provide feedback on draft reports within ten (10) business days.

**4.2. Contractor’s Obligations**

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of the work.

**4.3. Location of Work, Work site and Delivery Point**

The work will take place at the Contractor’s location. Due to existing workload and deadlines, all personnel must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

**4.4. Language of Work**

All deliverables are required to be submitted in English. The Project Authority will arrange for translation of deliverables, where applicable.

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

In the initial period, the Contractor must undertake the following tasks and identify breakdown of cost and effort in their proposal for an estimated 70 fee codes:

PHASE	TASK	DELIVERABLE	TENTATIVE SCHEDULE / TIMEFRAME
<b>Phase I – Collection and analysis of first 11 fee codes</b>			
<b>1.a. Confirmation</b>	Receipt of confirmation from PCS on outline for the project	Project outline, methodology and work plan (breakdown of codes by priority (e.g. first set of pre-identified codes)	Within three weeks of contract award
<b>1.b. Identification Collection of Fee Codes</b>	Meeting(s) with technical experts to collect core fee code information  <i>Note: Collection of remaining</i>	N/A	Within 6 months of contract award

	60 common codes in Phase 1 or Phase II to be determined by PCS		
<b>1.c. Analysis and Reporting</b>	Analysis of the fee codes identified in Phase I outlined in section 2.1.	<ul style="list-style-type: none"> <li>- Table that breaks down fee codes by specialty, costing (see section 2.1.)</li> <li>- Interim report</li> </ul>	
<b>1.d. Presentation of Interim Findings</b>	Presentation to PCS	PowerPoint presentation to PCS	
	Incorporation of PCS feedback	Revised interim report and tables	
	Presentation to CHW	PowerPoint presentation to CHW	
<b>Phase II – Collection of remaining codes and analysis. Contractor to identify in work plan blocks of fee codes with staggered timelines to present fee code information for PCS consideration</b>			
<b>2.a. Confirmation and collection of Remaining Fee Codes</b>	Meeting(s) with technical experts to identify and collect core fee codes  <i>Note: only if not completed in phase I</i>	N/A	Within 18 months of contract award
	Collection of additional fee codes	List of additional estimated 60 codes for PCS approval, in order of suggested priority	
<b>2.b. Analysis and Reporting</b>	Analysis of fee codes, approved by PCS, for Phase II (see section 2.1.)	<ul style="list-style-type: none"> <li>- Table that breaks down fee codes by specialty, costing (see section 2.1.)</li> <li>- Final report</li> </ul>	
<b>2.d. Presentation of Final Findings</b>	Presentation to PCS	PowerPoint presentation	
	Incorporation of PCS feedback	Revised version of final report	
	Present final report to CHW	PowerPoint presentation	
<b>OPTIONAL PERIOD:</b>			
<b>3.a. Identification and collection of Fee Codes</b>	Meeting(s) with technical experts to identify additional fee codes	List of additional estimated 20 codes for PCS approval, in order of suggested priority	Within 12 months of activation of option period
	Collection of fee codes (approved by PSC)	N/A	
<b>3.b. Analysis and Reporting</b>	Analysis of the fee codes identified in Phase I outlined in section 2.1.	<ul style="list-style-type: none"> <li>- Table that breaks down fee codes by specialty, costing (see section 2.1.)</li> <li>- Updated final report</li> </ul>	
<b>3.c.</b>	Presentation to PCS	PowerPoint presentation	

<b>Presentation of Updated Final Findings</b>	Incorporation of PCS feedback	Revised version of final report	
	Presentation of additional findings to CHW	PowerPoint presentation	

**ANNEX B – BASIS OF PAYMENT**

<b>MILESTONE PAYMENTS</b>	<b>RESOURCE NAME</b>	<b>ALL-INCLUSIVE FIRM HOURLY RATES (A)</b>	<b>ESTIMATED LEVEL OF EFFORT (HOURS) (B)</b>	<b>ESTIMATED TOTAL (C = A X B)</b>
<b>Phase 1 - Collection and analysis of first 11 fee codes</b>				
1.a. Confirmation of proposed work plan		\$	10	\$
1.b. Identification Collection of Fee Codes		\$	20	\$
1.c. Analysis and Reporting		\$	300	\$
1.d. Presentation of Interim Findings		\$	5	\$
<b>Phase II – Collection of remaining codes and analysis</b>				
2.a. Confirmation and collection of Remaining Fee Codes		\$	50	\$
2.b. Analysis and Reporting		\$	800	\$
2.d. Presentation of Final Findings		\$	10	\$
<b>Option Period</b>				
3.a. Identification and collection of Fee Codes		\$	25	\$
3.b. Analysis and Reporting		\$	325	\$
3.c. Presentation of Updated Final Findings		\$	5	\$
Subtotal (excluding GST/HST)				\$
Estimated applicable taxes				\$
<b>TOTAL</b>				\$