REQUEST FOR PROPOSALS (RFP)

FOR applicant(s) to complete scope of work for case study development and analysis of Triple Aim initiatives in Canada focused on inner city and marginalized populations

FOR THE

CANADIAN FOUNDATION FOR HEALTHCARE IMPROVEMENT (CFHI)

FILE #: RFP-2016-CII-TAI-0001

TIMETABLE

<table>
<thead>
<tr>
<th>Stages</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Launch of the Request for Proposal (RFP)*</td>
<td>December 8, 2016</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Deadline to request clarification from Neil Drimer, Senior Improvement Lead, Collaborations (Email: <a href="mailto:neil.drimer@cfhi-fcass.ca">neil.drimer@cfhi-fcass.ca</a>), subject heading “RFP for Triple Aim Case Studies”</td>
<td>December 15, 2016</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Last date on which all clarifications are issued by the Senior Improvement Lead, Collaborations</td>
<td>December 16, 2016</td>
<td>4:00 PM</td>
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<tr>
<td>Deadline for letter of intent or expressions of interest</td>
<td>January 3, 2017</td>
<td>12:00 PM</td>
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<tr>
<td>Deadline for submission of proposals</td>
<td>January 6, 2017</td>
<td>4:00 PM</td>
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<tr>
<td>Completion date for evaluation of proposals*</td>
<td>January 13, 2017</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Notification of winning proposal*</td>
<td>January 16, 2017</td>
<td>4:00 PM</td>
</tr>
</tbody>
</table>

*Provisional dates

All times are in the Eastern Standard Time (EST).
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1.0 BACKGROUND AND CONTEXT

1.1 Overview of the Canadian Foundation for Healthcare Improvement (CFHI)

The Canadian Foundation for Healthcare Improvement (CFHI) is a national, independent, not-for-profit organization, funded through an agreement with the Government of Canada dedicated to accelerating healthcare improvement and transformation for Canadians. CFHI collaborates with governments, policymakers and health system leaders to convert evidence and innovative practices into actionable policies, programs, tools and leadership development. CFHI’s work contributes to timely, appropriate, efficient and high-quality services that improve the health of Canadians.

CFHI was incorporated in 1997 as the Canadian Health Services Research Foundation (CHSRF), with a mandate to fund health services research and to promote the use of research evidence to strengthen the delivery of health services in Canada. By 2009, the organization had re-oriented its direction and programming, away from funding applied health services research, to focus on working directly with health systems across the country to support their implementation of meaningful and measurable healthcare improvements. Consistent with this evolution, the organization changed its name to the Canadian Foundation for Healthcare Improvement in 2012.

In the Federal Budget 2015 and Federal Budget 2016, CFHI received renewed federal funding of $14 million and $39 million, respectively. This commitment by the Government of Canada represents an investment in healthcare innovation that will improve care for patients and provide better value for taxpayers.

This funding renewal ensures that CFHI can continue to develop and spread innovative solutions to pressing healthcare challenges – including best practices in palliative care – and improve the delivery of healthcare services for all Canadians.

Mission
The Canadian Foundation for Healthcare Improvement identifies proven innovations and accelerates their spread across Canada by supporting healthcare organizations to adapt, implement and measure improvements in patient care, population health and value-for-money.

For more information, please visit the website at cfhi-fcass.ca.
1.2 Overview of Triple Aim (TA) Framework and Population Health Approach

The Canadian Foundation for Healthcare Improvement (CFHI) works with healthcare leaders to accelerate healthcare improvement for those needing it most – what some refer to as the “high risk, high cost” patient population or the 5% of the population who rely on upwards of 60% of healthcare services and costs. There are also populations requiring care for which no appropriate options exist (e.g., “high risk, high need/no cost” given they have unmet health needs or face challenges that the healthcare system cannot address in isolation). To begin to define a scope of work for these latter patients, CFHI would like to examine cases wherein healthcare organizations are servicing the needs of inner city, marginalized populations using a population health approach. Such an approach focuses on “the health outcomes of a group of individuals, including the distribution of such outcomes within the group. These groups are often geographic populations, such as nations or communities, but can also be other groups such as employees, ethnic groups, disabled persons” (Kindig & Stoddard, 2003). The Institute for Healthcare Improvement’s Triple Aim framework (focusing on the simultaneous pursuit of enhanced experience of care, improved population health and reduced per capita costs of care) defines quality for these populations, given improvements must extend beyond enhancements to direct care delivery to addressing the root cause social determinants of health and working in cross-sectoral action with other sectors that greatly influence and impact health (e.g., housing, food security, social services). The Triple Aim framework has redefined value in healthcare systems, however, change is often difficult to implement as there are many challenges to adopting this method. Key constraints include obtaining leadership support and having organizational capacities to reorient towards the Triple Aim framework (Farmanova et. al, 2016). The Triple Aim framework offers a more holistic perspective in its use of small changes to create impactful improvement for the most vulnerable populations, and move towards equity in health outcomes.

1.3 CFHI Needs and Objectives

- To support CFHI’s continued strategic interest in advancing the use of the Triple Aim framework to target “high risk, high need” populations, the overall aim of this work is for applicants to profile Canadian healthcare organizations’ successful initiatives with inner city populations by exploring what has made these programs effective.

- The preferred approach is through the development of preliminary case studies with subsequent cross-case analysis.

- The specific objectives include:
  - describing the structure, processes and outcomes of exemplar inner city population health initiatives that are led by or directly involve healthcare delivery organizations;
  - understanding factors that influence the success of inner city population health initiatives that are led by or directly involve healthcare delivery organizations;
  - highlighting initiatives that prospectively follow the Institute for Healthcare Improvement’s (IHI) Triple Aim (TA) framework, and/or those doing “Triple Aim work” without necessarily purposely following this approach.
• Preliminary results of this work may be presented and/or used as discussion material for a March 2-3, 2017 Triple Aim roundtable, as well for future dissemination (format TBD, e.g. print, video, etc.) in 2017-2018.

• The March 2-3, 2017 Triple Aim roundtable may also be used by the applicant(s) as a possible data collection point based on roundtable participants’ input.

• All deliverables related to this work must be submitted to CFHI by March 31, 2017

• The requirements for this scope of work are outlined in detail in Appendix A.

1.4 Term of the Contract

CFHI will consider proposals addressing the needs and objectives outlined above. Therefore, all proposals should identify this information. CFHI reserves the right to extend the contract with the winning bidder beyond the initial terms of this RFP should CFHI so choose to develop a dissemination product based on the initial work described in Section 1.3.

2.0 PROPOSAL SUBMISSION

2.1 Closing Date and Submission Location

The closing date and time for proposals to formally send a Letter of Intent or an expression of interest is no later than 12:00 pm EST on January 3, 2017. A formal written proposal is due no later than 04:00pm EST on January 6, 2017.

A formal written proposal must be submitted in electronic copy and in hard copy before the deadline mentioned above. They must include the requirements in Section 2.4 and be submitted by recorded delivery (official date and time stamp from reception) or hand delivered (including courier services) as well as electronically to the following address:

Mr. Neil Drimer  
Senior Improvement Lead, Collaborations  
Canadian Foundation for Healthcare Improvement  
1565 Carling Avenue, Suite 700  
Ottawa, Ontario  
K1Z 8R1  
Email: neil.drimer@cfhi-fcass.ca

The pages of the proposal must be numbered. Each hard copy of the proposal must contain one original, clearly marked “Original” and three (3) copies, each marked “Copy”.

If there is a discrepancy between electronic and hard copy versions of the proposal, the hard copy will prevail.
2.2 Additional Information

No additional information, beyond the information included in this RFP and the possibility of requesting clarifications as indicated in the timetable above will be provided during the selection process.

2.3 Preparation of Proposals

Required content of the proposals is described in Section 2.4. Failure to provide complete information will be to the bidder’s disadvantage.

If the bidder feels that the terms and conditions of this RFP will restrict it unnecessarily in any way, it should so state this in his or her proposal.

Other elements for bidders to consider:

- It is essential that the elements contained in the proposal be stated in a clear and concise manner.
- Please do not use filler pages and unnecessary attachments.
- Each proposal will be evaluated solely on its own content.
- When preparing the proposal, please do so in conjunction with stated requirements against which the proposal will be evaluated.
- The proposal will be part of the Purchase of Service contract with CFHI.

2.4 Content of Proposal

Each proposal must include the following sections, along with the supporting narrative. It is important that each section be addressed in sufficient depth to allow for a complete assessment of capacity and capabilities. Other elements may also be incorporated, as appropriate.

1) Executive Summary

2) Overview of applicant(s), must include as a minimum:
   - Description of legal status
   - Location of headquarters
   - Overview of organizational structure
   - Applicant contact information (Name, Organization, Address, Telephone, Fax, Email)
   - Description of how requested services fit in to the applicant’s general service offering and/or experience and/or education

3) Understanding of CFHI Needs
   - Demonstrate a strong understanding of CFHI requirements
   - Description of how each need/objective will be addressed
   - Description of why they are the best choice for CFHI
4) **Relevant Experience**  
   - Description of how applicant’s relevant experience and education will benefit CFHI and the identified scope of work

5) **Project References**  
   - A list of at least two relevant past/current clients that CFHI may contact

6) **Budget**  
   - High Level Budget

7) **Project Methodology**  
   - Description of proposed methodology  
   - Include requirements gathering, project steps, approval processes, change request process  
   - Include high level project workplan

8) **Conflict of Interest**  
   - Identify and provide particulars of any business or personal relationship which may give rise to a legal or business conflict between the applicant and CFHI
### 3.0 EVALUATION CRITERIA

#### 3.1 Rated Requirements

Your proposal will be rated on the requirements as described in the box below. We would ask that you cross-reference each requirement with your proposal.

<table>
<thead>
<tr>
<th>Rated Requirement</th>
<th>Cross-Reference (Page #)</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>Overview of the Applicant</td>
<td></td>
<td>10</td>
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<tr>
<td>- Description of how requested services fit in to the applicant’s general service offering and/or experience and/or education</td>
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<td></td>
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<tr>
<td>Understanding of Needs</td>
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<td>25</td>
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<tr>
<td>- Demonstrate a strong understanding of CFHI requirements</td>
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<tr>
<td>- Description of how each need/objective will be addressed</td>
<td></td>
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<tr>
<td>- Description of why they are the best choice for CFHI</td>
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<tr>
<td>Relevant Experience</td>
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</tr>
<tr>
<td>- Description of how applicant’s relevant experience will benefit CFHI and the identified scope of work</td>
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<td></td>
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<tr>
<td>References</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>- The appropriateness and relevance of your references</td>
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<tr>
<td>Costs</td>
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<td>15</td>
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<tr>
<td>- Inclusion of high level budget</td>
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<tr>
<td>- Ability to complete work within allocated budget</td>
<td></td>
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<tr>
<td>Project Methodology</td>
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<td>20</td>
</tr>
<tr>
<td>- Description of proposed methodology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Inclusion of requirements gathering, project steps, approval processes, change request process</td>
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<td></td>
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<tr>
<td>- Inclusion of high level project workplan</td>
<td></td>
<td></td>
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<tr>
<td>Conflict of Interest</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>- Identification and particulars of any business or personal relationship which may give rise to a legal or business conflict between the applicant and CFHI, including:</td>
<td></td>
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<tr>
<td>- the existence of any dispute, claim or disagreement between you and CFHI,</td>
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4.0 TERMS AND CONDITIONS OF THIS RFP

4.1 Obligations and Rights of CFHI

The issuance of this RFP and CFHI’s receipt of any information or proposals will not, in any manner, obligate CFHI to perform any act or otherwise incur any liabilities. CFHI assumes no obligation to reimburse or otherwise compensate the candidate or recipient of this RFP for proposal preparation costs, or any other losses or expenses incurred in connection with this RFP.

CFHI reserves the right, in its sole discretion, to:

a) decide not to award any contract;

b) reject any proposal/all proposals without inviting the candidate(s) to submit a new proposal;

c) cancel this RFP process if it is deemed to be unsuccessful and re-issue a new process;

d) seek, in writing, clarification of, or additional information concerning proposals that are considered responsive, and to expect all applicants to respond within 48 hours; and/or,

e) keep, for its records, all proposals and documentation submitted in response to this RFP.

Nothing in this Request for Proposals (RFP) will be construed as creating any obligation on the part of CFHI.

4.2 Grounds for Exclusion

CFHI reserves the right to exclude any candidate from participating in this RFP if:

a) they are bankrupt, are having their affairs administered by the courts, have suspended any business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) they have been convicted of an offense concerning their professional conduct by a judgment against which no appeal is possible;

c) they have not fulfilled obligations relating to payment of taxes in accordance with legal provisions;

d) they have been subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity against which no appeal is possible; and/or,

e) following another “Request for Proposal” launched by CFHI, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

4.3 Contract Award

Upon selection of a proposal(s) as a result of this RFP, CFHI will notify all candidates of the selection.
4.4 Conditions of the RFP

There will be no payment by CFHI for costs incurred for the presentation and submission of proposals in response to this RFP.

No amendments to proposals submitted in response to this RFP will be accepted after the proposal closing date and time.

Candidates may alter or withdraw their bids by written notification prior to the deadline for submission of proposals. No proposal may be altered or withdrawn after this deadline.

All submitted proposals must remain open for acceptance for a period of not less than 90 days after the closing date of the RFP.

4.5 Confidential Information

Candidates must accept and acknowledge that, in connection with their performance of the work under any resulting contract, they may have access to certain information, data and materials that are confidential to CFHI and which are identified as confidential or would be understood by the parties, exercising reasonable business judgment, to be confidential ("Confidential Information"). Candidates accept that they will not use, except to perform their obligations under any resulting contract, any Confidential Information. Candidates must agree to hold all Confidential Information disclosed hereunder in strict confidence and to prevent any unauthorized disclosure of such Confidential Information. Upon termination or expiry of any resulting contract, candidates will immediately return to CFHI all Confidential Information and all copies thereof in any form whatsoever. Team members of each candidate must sign a non-disclosure agreement, included in Appendix B of this RFP, to be included with each technical proposal.

4.6 Status and Availability of Resources

All proposals must be valid for a 90-day period. The candidate’s signature indicates that, should the candidate be authorized to provide the services under any contract resulting from this RFP, the persons proposed in its proposal will be available to begin the work required by CFHI at the time specified herein or agreed to with CFHI. The bidder will be required to sign a declaration of availability of all the team members, Appendix C of this RFP, covering the whole period of the contract. Changes to the team are subject to CFHI prior approval and the replacement must possess at least equivalent qualifications and experience as the replaced member. Also, in the course of the work, and on the basis of a written and justified request, CFHI can ask for a replacement if it considers that a member is inefficient or does not perform his or her duties under the contract.
4.7 Questions Relating to the RFP

Any questions concerning this RFP should be directed to Mr. Neil Drimer, Senior Improvement Lead, Collaborations, Email: neil.drimer@cfhi-fcass.ca, with the subject heading “RFP for Triple Aim Case Studies” indicating the RFP reference and title within the deadline indicated in the timetable mentioned above. Under no circumstances will CFHI staff be contacted directly throughout the RFP process.

4.8 Enquiries

It is the responsibility of the prospective candidates to obtain clarification of the requirements contained in this RFP, if necessary, prior to submitting his or her bid. All enquiries and other communications related to this RFP throughout the solicitation period and until contract award are to be sent via the address noted above. Enquiries during the solicitation period must be received as indicated in the table at the front of this RFP to allow sufficient time to provide a response. Enquiries relating to this RFP received after that time will not be answered.

To ensure equality of information among bidders, questions and answers will be forwarded to all prospective bidders simultaneously without revealing the source of the enquiry.

4.9 Inspection/Acceptance

All work to be performed and all deliverables to be submitted for the proposed project will be subject to inspection by and acceptance from CFHI.

4.10 Language of the Proposal

All written communications and proposals relating to this RFP process and resulting contract must be in English.
APPENDIX A: SCOPE OF WORK

The overall goal of this scope of work is for successful applicant(s) to highlight effective Canadian population health initiatives that target inner city populations by exploring what has made them successful.

Specific objectives are to:

- describe the structure, processes and outcomes of exemplar inner city population health initiatives;
- understand factors that influence the success of inner city population health initiatives;
- explore the application of the Triple Aim framework to these initiatives *a priori or post-hoc.*

**Scope and limitations**

To limit the scope of this work, programs to be explored should have each of the following characteristics:

- Canadian, ideally with representation from multiple jurisdictions
- Anchored by a healthcare delivery or public health component
- Cross-sectoral involvement to address the social determinants of health
- Servicing inner city target populations (may be program sub-populations)

**Target audience**

The primary audience for the outcomes of this work is multi-pronged:

1) Attendees of the March 2-3 2017 Triple Aim for Inner City Populations roundtable
2) Service delivery (health, community, and cross-sectoral) organizations who work with inner city and/or marginalized populations
3) Service delivery organizations with interest in applying the Triple Aim framework
4) Greater healthcare community, including policymakers

**Funds available**

We welcome competitive proposals; however, the budget for this project should not exceed $25,000. This will cover all costs related to conducting the scope of work, including any related travel costs. Costs related to editing and translating the work will be borne by CFHI.
Deliverables

At a minimum, the following are expected deliverables from this scope of work:

- Results of an environmental scan on Canadian inner city population health initiatives that are led by or directly involve healthcare delivery organizations (in a spreadsheet or suitable alternative format)
- Data collection framework
- Preliminary description of three to five cases informed by the data collection framework
- Presentation to be delivered at March 2-3, 2016 roundtable, highlighting:
  - Methodology used for environmental scan;
  - Methodology used for case identification; and
  - Preliminary results (description of three to five cases,
- Possible further data collection and input from March 2-3 roundtable participants with subsequent analysis

Suggested References

The list below provides a sample of relevant literature pertaining to either: 1) Triple Aim framework and subsequent work in this area 2) population health initiatives targeting inner city/marginalized populations and 3) health equity. Please note this list is merely a sample of existing work related to these subjects and is not meant to be exhaustive. Applicants are encouraged to look at additional literature, which may be relevant to the work described herein.


APPENDIX B: CONFIDENTIALITY AGREEMENT

In consideration of this sum of one dollar ($1.00), the receipt and sufficiency of which I, __________________________________________, hereby acknowledge, I agree that as an agent or employee of contractor entity _____________________________________ (“Contractor”), performing professional services relating to the provision of professional services to the Canadian Foundation for Healthcare Improvement (CFHI) on behalf of the Contractor, I may learn or become aware of certain information (CFHI Confidential Information) that CFHI considers to be confidential to CFHI, regardless of whether it is marked as or otherwise indicated to be confidential and regardless of how it is received or transmitted to me. CFHI Confidential Information includes, but is not limited to, client and stakeholder names, client and stakeholder email addresses, passwords, individually identifiable information, internal communications, and business information and may exist in electronic, paper, oral or other forms. I will assume that all information that I receive or become aware of with respect to CFHI is confidential unless the appropriate person or persons at CFHI clearly informs me otherwise.

I agree that, except as clearly authorized within the context of the performance of my duties to provide professional services to CFHI, I will treat CFHI Confidential Information as strictly confidential and proprietary to CFHI and that, among other things, I will consequently at no time use, access, or disclose any CFHI Confidential Information to any other person including, but not limited to co-workers, family members, and friends for any purpose whatsoever outside my performance of professional services to CFHI. I understand and further agree that this obligation remains in force during the entire term during which I provide professional services to CFHI and continues to be in effect after such services terminate.

Upon cessation or termination of the provision of professional services to CFHI by me for any reason, or at any other time upon CFHI’s request, I agree to promptly return to CFHI all copies of CFHI Confidential Information. If, at any time, I need to know or I am unsure of which information is CFHI Confidential Information, I acknowledge that the onus rests with me to promptly address my questions and concerns to the appropriate person or persons at CFHI.

The parties (I and CFHI) confirm that it is our wish that this Confidentiality Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentés confirment que c’est leur volonté que la présente convention de même que tous les documents, y compris les avis s’y rattachant, soient rédigés en anglais seulement.

I understand and agree that the terms of this Confidentiality Agreement concerning my obligations of confidentiality and the return of CFHI Confidential Information (and also any other terms which, by implication, are required to survive) will survive the termination of this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, I agree and understand that the remaining provisions will remain in full force and effect. No waiver by me or CFHI of any breach or any condition, covenant or term hereof will be effective unless it is in writing and it will not constitute a waiver of such condition, covenant or term except in respect to the particular breach giving rise to such waiver.
I agree that this Confidentiality Agreement will be construed and interpreted in accordance with the laws in force in the Province of Ontario. I further understand and agree that the venue of any dispute arising under or in respect of this Agreement will be Ottawa, Ontario, Canada.

I understand and agree that the restrictions and obligations placed on me under this Confidentiality Agreement are reasonable and necessary to allow CFHI to protect its interests and that any failure, intentional or not, by me to comply with this Confidentiality Agreement in any manner could cause irreparable harm to CFHI and in respect of which CFHI cannot be compensated financially. I understand and accept therefore that CFHI and/or the Contractor may prevent me from violating this Confidentiality Agreement by any legal means available, including but not limited to, the immediate termination of my services by CFHI and the imposition of an injunction. I further understand and accept that I may be subject to criminal and civil penalties for any breach by me of this Confidentiality Agreement.

________________________________________________________________________

Candidate Signature                      Date

________________________________________________________________________

Candidate Name (Please print)

________________________________________________________________________

Witness Signature                      Date

________________________________________________________________________

Witness Name (Please print)
APPENDIX C: STATEMENT OF AVAILABILITY OF TEAM MEMBERS

RFP ref: ________________________________________________

Title: ________________________________________________

I, the undersigned, hereby declare that all team members proposed are able and willing to work for the full contract period foreseen in the event that this proposal is successful.

Furthermore, if this proposal is successful, I am fully aware that if any team member is not available at the expected start date of services for reasons other than ill-health or force majeure, my proposal will be subject to exclusion from this RFP process.

_______________________________________________
Candidate Name (Please print)

_________________________  _______________________
Candidate Signature    Date

_________________________  _______________________
Witness Signature    Date

_________________________  _______________________
Witness Name (Please print)
APPENDIX D: CFHI STANDARD PURCHASE OF SERVICE CONTRACT

PURCHASE OF SERVICE CONTRACT
BETWEEN
[NAME OF CONSULTANT/VENDOR/SUPPLIER]
AND THE
CANADIAN FOUNDATION FOR HEALTHCARE IMPROVEMENT

[INSERT DATE]

[INSERT NAME OF CONSULTANT/VENDOR/SUPPLIER]
Attn: [INSERT NAME OF CONTACT]
[INSERT STREET ADDRESS]
[INSERT CITY, PROVINCE]
[INSERT POSTAL CODE OR ZIP CODE]

Reference: Contract #CS000XXX

Dear [INSERT MR./MS/DR. AND LAST NAME]:

It is my pleasure to offer you a purchase of service contract #CS000XXX with the Canadian Foundation for Healthcare Improvement (CFHI). The terms and conditions of this purchase of service contract are outlined below. Your signature in the space provided will indicate your acceptance of the contract on these terms and conditions.

The terms are as follows:

1. SERVICES. You will provide CFHI with services related to INSERT NATURE OF WORK as per the terms and conditions outlined in Schedule A – Statement of Work and Detailed Workplan and Deliverables attached to and forming part of this contract.

2. RESOURCES. CFHI will provide you with the following:
   • Access to CFHI staff, as needed or as appropriate;
   • Any background materials needed to complete the work; and
   • [INSERT ANY OTHER RESOURCES WE MAY BE PROVIDING]

3. TERM. You acknowledge that the start date is [INSERT MONTH, DAY, YEAR] and the final completion date to fulfil all of the terms of this contract is on or before [INSERT MONTH, DAY, YEAR] provided that this contract may be terminated pursuant to Articles 13 and 15 of these terms and conditions at any time. It is understood that the term of this contract may be extended by mutual written agreement.
4. **PAYMENT.** You will be paid a per diem/hourly/comprehensive fee of $XXXX.XX plus applicable taxes for consulting services to complete the work. The contract fee will be paid upon receipt of a numbered invoice and upon approval of the associated work. CFHI reserves the right to withhold or reduce any payment in the event that:

   a) any work has not been submitted by you in accordance with the requirements of the Scope of Work;
   b) the terms of this contract have not been satisfactorily performed; or
   c) any report or audit conducted under this contract indicates that your actual eligible expenditures for the work has been lower than the amount disbursed to you up to the time of such report or audit.

In the event of early termination of this contract by either party, CFHI will pay you for all services satisfactorily performed prior to the effective date of such termination in accordance with the work plan. For greater certainty, such costs will include all non-cancellable obligations made by you that have been contemplated by Schedule “A”.

Any deviation from the quoted fee and/or timeline must be discussed in advance with and agreed to in writing by CFHI. You will not commence work until signed copies of this contract are received by CFHI, unless there is prior written approval from CFHI to proceed.

Any overpayment, unspent advance, or disallowed expenditure shall be repayable to CFHI, and until repaid, constitutes a debt due to CFHI. CFHI may deduct the said amount from any subsequent payment under this contract, or if no further payments remain to be made, or the said amount is determined after the termination or expiration of this contract, you shall, unless otherwise agreed, repay the amount within thirty (30) days written notice from CFHI. The repayment shall be made by cheque(s), or other agreed upon method, payable to CFHI and shall be sent to CFHI’s Accounts Payable team identified in section 6.

5. **EXPENSES.** Any business expense contemplated by Schedule “A” must be approved by CFHI in writing in advance and submitted for reimbursement using the appropriate expense and authorization forms.

• [INSERT LIST OF THE TYPE OF OUT OF POCKET EXPENSES WE WILL COVER IF ANY].

6. **NOTICES.** For the purpose of this contract, any notice, request, direction or other communication shall be deemed to be sufficient if sent by mail, email, courier, or facsimile, or delivered in person to the other party at the following addresses:
For the Canadian Foundation for Healthcare Improvement:
Regarding the scope of work for this contract:
CFHI contact
700 - 1565 Carling Avenue
Ottawa, ON K1Z 8R1
Telephone: 613-728-2238 ext. xxx
Fax: 613-728-3527
Email: name@cfhi-fcass.ca

For billing and/or questions regarding the administration of this contract:
Accounts Payable
700 - 1565 Carling Avenue
Ottawa, ON K1Z 8R1
Telephone: 613-728-2238
Fax: 613-728-3527
Email: accountspayable@cfhi-fcass.ca

All invoices and related correspondence must refer to contract #CS000XXX and must be addressed to the attention of Accounts Payable, or by email to accountspayable@cfhi-fcass.ca.

When submitting an invoice to CFHI, please ensure that your GST/HST registration number is clearly identified. If you do not have a GST/HST registration number, CFHI reserves the right to request your Social Insurance Number and to issue the appropriate T4A slip at the end of the year.

For the Contractor:
Contractor Name
Address
Telephone:
Email:

7. **WARRANTY.** You warrant to CFHI that you will perform your activities in a professional manner in compliance with the highest professional and ethical standards and that the services will be of the kind and quality required under this contract. You further warrant that no programs and materials forming part of the services will infringe on the Intellectual Property of any third party.

8. **PENALTY.** A penalty equivalent to 10% of the fee will be assessed against the value of the contract for a delay in the completion of the project within the timelines outlined in Schedule “A”, provided CFHI has met its obligations to support the work. An additional penalty equivalent to 4% of the fee will be assessed against the value of the contract for each subsequent month for which the project is not completed up to a maximum of six (6) months. If the contract has not been completed within six (6) months of the timelines outlined in Schedule “A”, the contract will be deemed null and void. The penalty will be assessed against the total cost of the contract, unless you have obtained prior written approval for the delay from CFHI, the provision of which will not be unreasonably withheld by CFHI.
9. **INDEPENDENT CONTRACTOR.** You and CFHI agree that you are an independent contractor with respect to the services provided pursuant to this contract. Nothing in this contract will be considered to create the relationship of employer and employee between the parties. Neither you nor any employee or agent of your firm will be entitled to any benefits accorded CFHI employees by virtue of the services provided under this contract. As an independent contractor, you are responsible for overtime hours required to fulfill the scope of this contract. CFHI will not be responsible for the deduction and/or payment of any applicable withholding taxes. You will be responsible for making the appropriate employee and employer remittances for yourself and your employees including federal taxes, CPP, EI, vacation pay and any other benefit payments. It is also understood that you are responsible for and will ensure that you comply with all federal and provincial legislation related to being an independent contractor including any changes and/or revisions that may occur during the course of this contract with respect to the status of your business relationship with CFHI.

10. **CONFIDENTIAL INFORMATION.** Except as may be required to be disclosed by law, all information obtained during the course of this contract, will be held in confidence by you. You will keep secret all information relating to the business, products, processes, know-how, trade secrets, inventions and developments of and the equipment used, developed or sold by CFHI or any of its customers or any person, firm or corporation with whom CFHI has business relations. Subject to your obligation to retain documentation pursuant to your professional obligations, upon termination or expiry of this contract with CFHI, you will promptly deliver to CFHI any and all data, manuals, notes, records, plans or other documents held by you relating to the business, products, processes, know-how, trade secrets, inventions, developments and equipment of CFHI or any of its customers or any person, firm or corporation with whom CFHI has business relations.


11. **INDEMNITY AND LIABILITY.** You will indemnify, defend and hold harmless CFHI, its directors, officers, members, agents and employees, from and against any and all claims, losses or liability, arising from the performance of this contract, including injuries, sickness, disease or death, or damage to property occasioned by a negligent act, omission or failure of any of your employees, agents or other persons for whom you are responsible at law.

12. **CHOICE OF LAW AND JURISDICTION.** It is agreed that the laws of the Province of Ontario shall apply to this contract and that any dispute arising hereunder shall be heard by the Courts of the Province of Ontario that shall have non-exclusive jurisdiction with respect thereto.
13. TERMINATION CLAUSES. It is agreed that either party may terminate this contract at any time for convenience by providing the other party with thirty (30) days written notice of termination. CFHI reserves the right to terminate this contract immediately on written notice for cause. Any such termination will be subject to Section 4 above.

Notwithstanding any other provisions of this contract, the amount of funding to be provided to you, pursuant to this contract, is subject to there being an Appropriation of Funds by the Parliament of Canada to CFHI. In the event that CFHI funding is amended or terminated, or if funding levels are reduced or cancelled, CFHI may reduce or terminate any further payments to be made under this contract. Where funding to CFHI is reduced or terminated, CFHI shall provide you with at least thirty (30) days written notice of the reduction or termination and will reimburse you for any eligible expenditures incurred up to the date upon which the reduction/termination is to take effect.

14. RIGHT TO WORK PRODUCT.

14.1 Definitions. In addition to other terms which may be defined herein, the following terms, whether in singular or plural form, as appropriate, will have the meanings set forth below:

“CFHI Background IP” means Intellectual Property owned by CFHI or its licensors that has been provided to you by CFHI for purposes of this contract;

“Foreground IP” means Intellectual Property that arises or is developed in the performance of the consulting services, including without limitation any deliverables, or that is otherwise created pursuant to this contract and regardless of whether identified in this contract including its Schedules;

“Intellectual Property” means all patents, applications for patents, discoveries, inventions, trade secrets, know-how (including but not limited to technical data, all results, intermediate, unexpected, final or otherwise, designs, drawings, blueprints, specifications, instruction manuals, procedures, assembly methods, facilities, prices, catalogues, and lists of contractors), confidential information, works of authorship, including computer programs and software, industrial design, topographies, mask works, and all intellectual property rights and other recognized in any jurisdiction in any of the foregoing;

“Third Party Property” means tangible property or Intellectual Property owned by a third party; and
“Your Background IP” means Intellectual Property that is not Foreground IP and that you can show was developed prior to or independently of this contract including its Schedules.

14.2 **Ownership of Foreground IP.** CFHI will own all right, title and interest in and to all Foreground IP and you hereby irrevocably assign all Intellectual Property in the Foreground IP and any data, records, inventions, reports and other Intellectual Property that has been prepared, created, written or recorded in association with the consulting services, to CFHI. You will obtain from all individuals involved in the development of the Foreground IP an express and irrevocable waiver in favour of CFHI of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that you or such individuals, as authors, have with respect to the Foreground IP. You represent, warrant and covenant that you have obtained all necessary assignments from any contractors in order to convey the rights assigned to CFHI in this contract.

14.3 **Your Background IP.** You own all right, title and interest in and to Your Background IP. You represent, warrant and covenant that there is none of Your Background IP included in any of the Foreground IP provided to CFHI as of the date hereof. To the extent that you wish to include any of Your Background IP in any Foreground IP produced after the date hereof, you must obtain the written approval of CFHI in each case and you hereby grant to CFHI, an irrevocable, perpetual, world-wide, non-exclusive, paid-up license, with the right to use, reproduce, transmit and otherwise fully exploit such of Your Background IP as part of the Foreground IP, with the right to assign or sublicense the foregoing rights to any third party.

14.4 **CFHI Background IP.** CFHI and its licensors retain all right, title and interest in and to CFHI Background IP. CFHI hereby grants to you a license to use and reproduce CFHI Background IP solely for purposes of providing the consulting services to CFHI and for no other purpose.

14.5 **Third Party Property.** You will not include any Third Party Property in any deliverables provided hereunder unless CFHI has given prior written approval and you have obtained the necessary licenses from the third party for such use by CFHI and CFHI has approved such licenses. Foreground IP shall not require the use or exploitation of any Third Party Property unless the Third Party Property is readily commercially available at reasonable rates and the use of any such Third Party Property and the licenses applicable to such Third Party Property have been approved by CFHI in writing.
14.6 **Your Use.** You will maintain all CFHI Background IP in confidence and will not provide it to any third party and will not use it except to provide the consulting services to CFHI.

14.7 **Further Assurances.** You will do such things, execute documents and provide other reasonable assistance as requested by CFHI or its designee to give effect, protect and enforce the rights herein, including, without limitation, to register any available patent, copyright or other legal protection for the Foreground IP.

15. **RULES AND REGULATIONS.** As an independent contractor, you will observe all rules, regulations and policies of CFHI with respect to conduct and the health, safety and protection of persons and property while on the premises of CFHI. You will comply with all applicable government laws, ordinances, rules and regulations applicable to the services or the performance of services.

You agree to adhere to the CFHI Accessibility for Ontarian’s with Disabilities policy found on the CFHI web site at [http://www.cfhi-fcass.ca/AccessibilityPolicy.aspx](http://www.cfhi-fcass.ca/AccessibilityPolicy.aspx).

You agree to abide by the CFHI Conflict of Interest Policy as disclosed on the CFHI web site at [http://www.cfhi-fcass.ca/sf-docs/default-source/policies/Conflict-of-Interest-E.pdf](http://www.cfhi-fcass.ca/sf-docs/default-source/policies/Conflict-of-Interest-E.pdf). In addition, you agree to complete and return the Personal and Conflict of Interest Disclosure Statement that is attached to this contract and ensure that it stays up-to-date for the duration of this contract.

In accordance with the CFHI Code of Conduct Policy, as disclosed on the CFHI web site at [http://www.cfhi-fcass.ca/Libraries/Policies/Code-of-Conduct-Policy-E.sflb.ashx](http://www.cfhi-fcass.ca/Libraries/Policies/Code-of-Conduct-Policy-E.sflb.ashx), CFHI expects you to maintain a level of personal conduct that will not reflect negatively on yourself or on the integrity of CFHI. CFHI will not tolerate, ignore or condone workplace harassment and other forms of inappropriate behaviour. Therefore, if, in the opinion of CFHI, your conduct compromises the integrity of CFHI and it is determined that you have engaged in inappropriate behaviour, misconduct or harassment, this contract will be terminated immediately for cause upon written notice to you.

16. **GOVERNMENT OF CANADA REPORTING REQUIREMENTS.** As a result of CFHI’s Contribution Agreement with the Government of Canada, CFHI must ensure that the terms of this contract mirrors the basic elements of the Contribution Agreement between CFHI and the Government of Canada including:
16.1 a description of the responsibilities of the parties, financial and otherwise, including clear expectations as to the results expected through carrying out the activities of this contract (detailed in Schedule A: Statement of Work, Detailed Work Plan and Deliverables);

16.2 the right of CFHI to monitor and review the activities under this contract through site visits or other means, as well as conduct inspections of financial records or an audit to confirm compliance with this contract and the appropriate use of funds;

16.3 the right of CFHI to share with the Government of Canada copies of reviews, evaluations and audit reports of you with respect to the funding as they relate to the activities under this contract;

16.4 the right of Canada to access the documents and your premises for the purposes of monitoring compliance with this contract;

16.5 a requirement that you keep all records, information, databases, reports and all other documentation related to this contract and associated expenditures and costs, for a period of six (6) years from the expiration or termination of this contract;

16.6 a provision for CFHI to make known Canada’s role in the funding provided to you as appropriate or required;

16.6 a requirement for you to repay to CFHI any funds to which you are not entitled, including payments made in error, overpayments and costs that were not eligible for reimbursement; and

16.7 a requirement for you to ensure that any research project involving humans includes a research protocol that is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans and that appropriate records be kept and a copy provided to CFHI if requested to do so.

17. **SURVIVAL OF PROVISIONS.** The provisions of Section 7, 9, 10, 11, 12, 14, 16 and this Section 17 will survive and continue after expiration or termination of the contract.

18. **COMPLETE AGREEMENT.** This contract, along with its Schedules, as amended from time to time, represents the entire agreement between the two parties and supersedes all prior negotiations, representations, or agreements written or oral. This contract may be amended only by written instrument signed by both parties.
If the foregoing is acceptable to you, please sign and return one of the enclosed contracts.

Thank you.

Sincerely,

Name of CFHI authority
Title of CFHI authority

I have been given a copy of this purchase of service contract and have read and understand its terms. I hereby accept the terms and conditions of this contract outlined above.

Dated this _____ day of ____________________________, 201__.

____________________________________________________________
Name of Contact
Name of Company
Schedule A: Statement of Work, Detailed Work Plan and Deliverables

The Canadian Foundation for Healthcare Improvement has engaged [INSERT NAME OF COMPANY] to provide consulting services related to [INSERT DESCRIPTION]. Below is a general outline of the consulting services that will be provided during the duration of the contract.

Overview
The Consultant will serve to provide the following functions:

[INSERT LIST OF FUNCTIONS/DUTIES].

General Functions
The detailed work plan that incorporates the major deliverables is as follows:

[INSERT DELIVERABLES AND TIME LINES]