

GOVERNMENT OF MANITOBA

**REQUEST FOR PROPOSALS FOR
FOR AN KNOWLEDGE EXCHANGE EXPERT
FOR THE DRUG TREATMENT FUNDING
PROGRAM**

RFP #: HLYS-16-01-2012

**Issued By: Manitoba Department of
Healthy Living Youth
and Seniors
Addictions Management Unit**

Issue Date: January 16, 2012

Submission

Deadline: January 30, 2012 12:00pm CST

**Proposals should be enclosed in a sealed
envelope addressed to:**

Government of Manitoba,
Manitoba Infrastructure and Transportation
Procurement Services Branch
2nd Floor, 270 Osborne Street North
Winnipeg, MB R3C 1V7
Attention: Karen Komonko

**RFP #, Submission Deadline, and Proponent's Return
Address should appear on face of the envelope.**

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A. INTRODUCTION

1.0 Purpose and Scope

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proponents to provide Knowledge Exchange expertise in relation to the objectives of the Drug Treatment Funding Program (DTFP). The successful Proponent will assist to facilitate knowledge exchange within Manitoba between stakeholders pertaining to best practices and research in addictions treatment. They will assist to establish Regional Knowledge Exchange Coordinators and Teams. Part of the scope of Services will be to provide assistance in relation to a provincial website and provincial symposium. It is anticipated that Manitoba will enter into an Agreement as set out in section F with the Proponent whose Proposal is judged to best serve the interests of Manitoba when evaluated in accordance with the stated criteria.

The anticipated start date is early February, 2012 and the contract shall be for a period of approximately thirteen (13) months and the anticipated completion date is March 30, 2013.

Appendix "A" Specifications contains a detailed scope of Services to be provided by the successful Proponent.

2.0 Background

- The Addictions Management Unit of Manitoba Healthy Living Youth and Seniors provides leadership, support and policy direction to Manitoba's addictions system. The Addictions Management Unit role is to work collaboratively with government funded provincial addictions programs to develop strategies and policies across a continuum of care; to provide information, advice and recommendations that support effective planning and decision making; to identify emerging issues and best practices related to addictions and to develop and support practices that enhance system accountability. Currently there are twelve (12) agencies funded under Manitoba Healthy Living, Youth and Seniors.
- In 2007 the federal government introduced the National Anti-Drug Strategy. The strategy emphasized the need for effective treatment systems and services across all provinces and territories.
- In 2008 Lindberg Consulting was hired to do an assessment of Manitoba's addictions system and adult addictions services. From this needs assessment a five point strategy was developed and announced called Manitoba's Five Point Strategy "Breaking the Chains of Addictions". Pillars of the strategy include:
 - Build a better system;
 - Improve service access and the ability of clients to receive the right service in the right place at the right time;
 - Increase residential treatment capacity;
 - Build community-based treatment capacity to reach under-served populations;
 - Enhance addictions research in Manitoba.

- April 2008, The Drug Treatment Funding Program was announced by Health Canada. This funding program is designed to assist Health Canada in fulfilling their mandate of leadership and coordination in relation to preventing and treating substance abuse. This initiative coincides with Manitoba's plan to improve the treatment systems and services within the province.
- Manitoba submitted two proposals to Health Canada for consideration under the Drug Treatment Funding Program.
- In 2009 Manitoba Healthy Living Youth and Seniors secured funding from Health Canada until March 2013 to implement the Drug Treatment Funding Program in Manitoba under two proposals; to enhance youth addictions services and to strengthen treatment systems.
- The focus of this RFP pertains to the DTFP Systems Project; focusing on the areas of strengthening addictions treatment systems.
 - The Drug Treatment Funding Program Systems Project is dedicated to three major objectives:
 - (i) to develop and deliver an effective and efficient centralized, standardized intake process,
 - (ii) to develop mechanisms and structures to support and sustain evidence informed practice, and**
 - (iii) to develop a common evaluation and performance measurement process.

This Knowledge Exchange Consultant RFP focuses on the second objective.

This objective seeks to put in place mechanisms to support linkage and knowledge-exchange. Key to this is the development of provincial and regional Knowledge Exchange Teams (the "Team") comprised of relevant cross sectoral stakeholders and supported by Regional Knowledge Exchange Coordinators (the "Coordinators").

The Team will be the primary participants in ensuring knowledge exchange activities are carried out in three (3) regions of the Province (West, North and Capital Region of Winnipeg). The Regional Knowledge Exchange Teams would be tasked with:

- Developing a regional knowledge-exchange strategy.
- Providing an on-going vehicle for discussion, training and other skill/knowledge development activities.
- Providing input into the project activities such as defining the requirements for the interactive web-site and participating in the performance planning process.

The Team will also be tasked with providing knowledge exchange venues with provincial scope (i.e. a symposium). A provincial symposium will be organized and hosted. An interactive web-site will be developed to support training and development, information dissemination and discussion forums.

The initiative includes an evaluation component and has funding available until March 31, 2013. The initiative may be extended beyond March 31, 2013 for an additional term (estimated up to one (1) year) as negotiated between the successful Proponent and Manitoba. Any extension shall be at Manitoba's sole discretion and will be subject to evaluation outcomes and/or future funding allocations by either Manitoba or potential funding partners.

The Drug Treatment Funding Program has established a **maximum budget of \$400,000.00** Canadian Funds for the duration of the project until March 2013. The fiscal year allocations are as follows: \$150,000.00 for 2011 / 2012 and \$250,000.00 for 2012 / 2013. Proponents with submissions which exceed available funding dollars will need to describe how they will provide for those additional expenses within their existing operating budgets. **A Proposal valued in excess of the budgeted amount that does not consider other available sources for operating funds shall be rejected and disqualified from further consideration.** Refer to Appendix "A" for additional details.

Proponents should refer to Appendix "A" for additional background and specifications.

Proponents may also refer to Attachment "2" – Systems Evaluation Framework which contains additional information on the draft framework for the System project. This information can be used to gain further understanding of the project and is intended to assist Proponent's with additional background for use in the preparation of their Proposal.

3.0 Definitions

For the purpose of this RFP:

"Aboriginal Business" means a business that is at least 51% Aboriginal owned and controlled and, if it has six or more full-time employees, at least one-third of its employees must be Aboriginal persons;

"Aboriginal Business Certificate" means a form used to self-declare Aboriginal ownership and control of a business;

"Aboriginal Business Certification" means a process to verify Aboriginal ownership and control of a business. Certification is required to register in the Aboriginal Business Directory, is also required when submitting a bid for a particular tender, and may be required during the contract. Contracts with Aboriginal business stipulate that the Aboriginal businesses maintain its Aboriginal business status throughout the duration of a contract;

"Aboriginal Business Directory" means a business directory of Aboriginal businesses that meet Manitoba's definition of an Aboriginal business;

"Aboriginal Business / Subcontractor Form" means a form used to verify the use of Aboriginal businesses in a proposal submission;

"Aboriginal Business Participation" means terms and conditions that indicate that Aboriginal business participation is desirable;

“Aboriginal Person” means a First Nations, Non-status Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada;

"Administrator" / "Project Manager" means the individual who on Manitoba's behalf is responsible for the administration of the RFP process and the execution of the Agreement and as of the date on which this RFP is issued, it is the individual named in section D.2.0;

"Agreement" means the contract to be entered into by Manitoba with the successful Proponent (if any) for delivery of the Services, substantially in the form set out in section F of this RFP;

“Commercial General Liability Insurance” means insurance that provides coverage for injury or accidental property damage legally determined to be the responsibility of the insured;

"Contractor" means the Proponent, if any, selected by Manitoba to provide the Services that are the subject of this RFP;

“Joint Venture” means an arrangement under which two or more parties combine their money, property, knowledge, enterprise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to bid together on a tender requirement. For a joint venture to qualify under the Aboriginal Procurement Initiative, it must consist of two or more Aboriginal Businesses, or an Aboriginal Business and a non-Aboriginal Business(es), provided that the Aboriginal Business has at least 51% percent ownership and control of the joint venture;

“Manitoba” means the Government of Manitoba;

“Must” or “Shall” or “Mandatory” means a requirement that must be met in order for a Proposal to receive full consideration;

“Partnership” means an arrangement under which is two or more individuals or businesses joining together to conduct business with Manitoba. For a partnership to qualify under the Aboriginal Procurement Initiative, it must consist of two or more Aboriginal Businesses, or an Aboriginal Business and a non-Aboriginal Business providing that the Aboriginal Business has at least 51% ownership and control of the partnership;

“Personal Information or PI” means recorded information about an identifiable individual, as defined in *The Freedom of Information and Protection of Privacy Act (Manitoba) (FIPPA)*;

“Personal Health Information or PHI” means recorded information about an identifiable individual relating to the individual's health, or health care history, including generic information about the provision of health care to the individual, or payment for health

care provided to the individual, as defined in *The Personal Health Information Act (Manitoba)*;

“Prime Contractor” means the legal entity that is awarded the contract. Government of Manitoba pays the Primary contractor. The Primary Contractor is responsible for paying subcontractors used to perform obligations of the contract;

"Procurement" includes the purchase, lease, rental, use or disposal of goods, materials, facilities and services, including the acquisition of goods, materials, facilities and services by construction, renovation or otherwise;

“Project” means the component of the project that being the Drug Treatment Funding Program Systems Project that is described in more detail in this RFP;

“Project Coordinators” means the individuals hired to develop and deliver both the Drug Treatment Funding Program Systems and Services projects;

"Proposal" means the Proponent’s written submission in response to this RFP;

"Proponent" means an individual, partnership, corporation or other person who submits a Proposal to Manitoba in response to this RFP;

"RFP" means this Request for Proposal and all addenda that may be issued in respect of the RFP prior to the Submission Deadline;

"Services" means the work, tasks, goods, materials or equipment to be performed or provided by the Proponent as more particularly described in this RFP;

“Should” or “Desirable” means a requirement having a significant degree of importance in the evaluation of this Request for Proposals;

“Subcontractor” means company that has a contract with a Prime Contractor. A subcontractor does not have a direct contractual relationship with Manitoba;

"Submission Deadline" means the date and time set out in section D1.0 of this RFP; and

4.0 Estimated Timetable

The following dates are targets only and are subject to change at the sole discretion of Manitoba:

Activity	Tentative Dates
RFP Issue Date	January 16, 2012
Deadline for RFP Inquiries	January 23, 2012
RFP Submission Deadline	January 30, 2012
Evaluation of Proposals	Week of January 30, 2012
Selection of preferred Proponent and Contract Award	February 3, 2012
Commencement of Services	Early February, 2012
Completion of Services	March 30, 2013

B. SPECIFICATIONS

Detailed specifications of this RFP are attached on Appendix "A."

C. ABORIGINAL PROCUREMENT INITIATIVE

1.0 Aboriginal Procurement Initiative

Manitoba is committed to community economic development as a key component of its economic strategy. It intends to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Aboriginal businesses. In that regard, Manitoba developed the Aboriginal Procurement Initiative (API). The objective of the API is to increase the participation of Aboriginal business in providing goods and services to Manitoba.

2.0 Aboriginal Business Participation

As “Aboriginal Business Participation” is a **Desirable** requirement only (not Mandatory), Proposals **will not** be disqualified if no “Aboriginal Business Participation” is provided in this tender submission.

Aboriginal Business Participation may be met by the use of Aboriginal business as either the prime contractor or as sub-contractors to provide goods and related services, and services including construction, facilities, equipment solely or in combination.

3.0 Aboriginal Business Directory

Manitoba has established a directory of Aboriginal businesses called the “Aboriginal Business Directory”. This directory is a list of Aboriginal businesses (including non profit organizations and economic development corporations) that have self declared as an Aboriginal Business meeting the definition under the API. It is neither comprehensive nor exhaustive but may be a useful resource to identifying Aboriginal businesses for potential partnering or sub-contracting purposes. Aboriginal businesses not listed in the Directory may also be used.

Registration on the Aboriginal Procurement Directory does not guarantee certification as an Aboriginal business, as business status may change; therefore formal certification is required in the formal tender process.

Aboriginal businesses are encouraged to register by contacting Procurement Services Branch.

For further information on the Aboriginal Business Directory, registration forms and access to a copy of the Aboriginal Business Directory please see the following website: http://www.gov.mb.ca/mit/psb/api/api_bd.html

For **specific inquires** related to the Aboriginal Business Directory please contact:

Mark Freedman
Vendor Relations Coordinator
Procurement Services Branch
Manitoba Infrastructure and Transportation
2nd Floor - 270 Osborne Street N.

Winnipeg, Manitoba
Ph: 204-945-0826
Fax: 204-945-1455
Email: Mark.Freedman@gov.mb.ca

For **all other general inquiries** related to this tender opportunity, please contact the name of the individual identified on page one of this document or the name identified under Proponent Inquiries.

4.0 Aboriginal Business / Subcontractor Form

All Aboriginal Business including the Proponent and any Aboriginal Subcontractors (if applicable) **Should** be listed on the Aboriginal Business / Subcontractor Form attached as Appendix "B".

It is the responsibility of the Proponent to determine the fitness, availability and reliability of Aboriginal businesses with whom they intend to form alliances or subcontract with to provide the requirement.

The Aboriginal Business / Subcontractor Form **Should** be accurately completed and returned. **Failure to submit the Form with your Proposal or to accurately complete Shall result in a reduced score for Aboriginal Business Participation.**

5.0 Aboriginal Business Certification Form

The Aboriginal Business Certification Form attached as Appendix "C" is used to verify Aboriginal ownership and control of a business to ensure the intent and integrity of the API.

Aboriginal Proponents and Aboriginal Subcontractors **Should** complete and sign the Aboriginal Business Certification Form contained in Appendix "C". Proponents are responsible to ensure that any Subcontractors listed on the Aboriginal Business / Subcontractor Form complete and sign the Aboriginal Business Certification. **Failure to submit a Certification Form for each Aboriginal Business identified on the Aboriginal Business/Subcontractor Form Shall result in that particular Aboriginal Business being ineligible for point evaluation under "Aboriginal Business Participation".**

The selected Proponent (if an Aboriginal Business) and any Aboriginal Subcontractors must maintain their Aboriginal Business status throughout the duration of the Agreement. It is the responsibility of the successful Proponent to notify the Administrator of any change in their status or the status of their Subcontractors as an Aboriginal Business at any time after award or during the Agreement.

Manitoba reserves the right to request additional information on the status of Aboriginal Business ownership and control at any time.

6.0 Aboriginal Reporting / Verification

Throughout the duration of the Agreement, the Contractor will provide the Administrator with the actual percentage of Aboriginal business participation by completing the Aboriginal Business Participation Record Form attached as Appendix "J". The **Contractor** will be required to complete and forward this form upon completion of the Agreement (unless otherwise requested) for Aboriginal Participation verification.

In the event the actual Aboriginal business participation falls below the percentage level cited in the Proponent's submission, the Contractor must provide justification for the reduction of Aboriginal business participation and the steps to be taken to meet the contractual obligation cited in their Proposal submission. Failure to do so and subsequently not meet contractual obligations may result in:

- Termination of the Agreement in which case Manitoba may engage another Contractor to complete the Services and the original Contractor may be required to reimburse Manitoba for any additional costs incurred by Manitoba.
- Performance may be used against the Contractor for evaluation purposes in future tenders.

The Contractor further agrees to allow Manitoba, or any other person appointed on behalf of Manitoba to perform audits of the Services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Contractor's records respecting the Services.

D. PROPONENTS INSTRUCTIONS

1.0 Submission Address and Deadline

Proponents **Must** submit one (1) original and **Should** submit three (3) additional hard copies of their Proposal, addressed as follows and delivered to:

Government of Manitoba,
Manitoba Infrastructure and Transportation
Procurement Services Branch
2nd Floor, 270 Osborne Street North
Winnipeg, MB
R3C 1V7
Attention: Karen Komonko

Proponents **Should** include one (1) electronic soft copy CDROM of their Proposal along with their submission.

Proposals submitted by facsimile transmission (fax) or electronic mail (e-mail) will not be accepted.

Proposals **Must** be received no later than Submission Deadline (as indicated on the front page of the RFP) at the above address. **Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.**

Proposals **Must** be signed, by the appropriate signing officer or officers of the Proponent. Proposals, once, submitted, become the property of Manitoba. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act*.

The Administrator may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in the preceding paragraph in this section or prior to the date and time previously specified in any addendum extending the Submission Deadline.

Proposals **Should** be submitted in a sealed envelope and delivered personally, by mail or by courier to the above noted address. The envelope **Should** be clearly marked with the RFP number, the Submission Deadline and the Proponent's name and return address.

It is solely the Proponent's responsibility to ensure that the Proposal is received at the designated location prior to the Submission Deadline.

2.0 Proposal Inquiries

Proponents shall be solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and submit a Proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

Proponents shall examine the RFP as soon as possible after receipt. Should a Proponent discover any errors or omissions, the Proponent shall notify the Administrator as soon as possible so further instructions may be issued to all Proponents before the Submission Deadline.

All inquiries related to this RFP are to be directed, in writing, preferably no later than five (5) days prior to the Submission Deadline as noted above. Inquiries received after this date may not be answered. Written inquiries must be directed to:

Government of Manitoba,
Manitoba Infrastructure and Transportation
Procurement Services Branch
2nd Floor, 270 Osborne Street North
Winnipeg, MB
R3C 1V7
Attention: Karen Komonko
Fax: (204) 945-1455
Email: Karen.Komonko@gov.mb.ca

If Manitoba, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all Proponents. The source of the inquiry will be kept confidential.

Proponents wishing to receive any further information on this RFP **Must** complete the RFP Request and Acknowledgement Form attached to this RFP (Attachment "1") and forward to the tender Administrator. Only those Proponents who have submitted the form will receive the subsequent information issued on this RFP (ie. Addendums).

3.0 Proposal Format

Proponents **Must** submit their Proposal setting out the information requested in section D, item 4.0 of this RFP and any relevant comments, according to, and in the order of the various sections, subsections, and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents **Should** avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. For those sections, subsections, or clauses for which a response is Mandatory, failure to respond will result in the rejection of the Proposal.

4.0 Proposal Content

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Proposal receives full consideration, Proposals **Should** be organized in the following format using the section titles and sequence listed below.

A. Letter of Introduction

On one page, the Proponent **Should** provide the name of the Proponent's organization and state their intent to provide the Services as described in their Proposal. The Proposal **Must** be **submitted with a signature by an appropriate Proponent officer holding authority to legally bind the Proponent organization.**

B. Table of Contents

This **Should** provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.

C. Corporate Profile

Each Proponent **Should** provide a Corporate Profile which **Should** include:

- i) a brief introduction of the Proponent.
- ii) the location of the Proponent's head office and service centers (as applicable) providing the Services outlined in this RFP (ie. local to Winnipeg, multiple locations in Manitoba, Canadian Head Office, etc).
- iii) details of any subcontracting arrangements proposed by the Proponent including any proposed Aboriginal Business Participation.

The Corporate Profile will provide government with insight into both the experiences of the individual or the firm, as well as the experience of the people who make up the firm, regardless of whether their experience was gained within the Proponent firm or from previous employment with other firms.

D. Legal Structure & Capacity

The Proposal **Should** provide information on their operation and legal structure including:

- i) the full legal name of the Proponent;
- ii) Provide a brief description of the legal structure of the Proponent (such as: sole proprietorship, limited company, not-for-profit, joint venture or partnership, or other).
- iii) a brief description of the business activities provided;
- iv) a brief description of staff resources (employee or volunteer);
- v) whether or not the Proponent is currently registered under *The Corporations Act* (Manitoba) or if not indicate the willingness to duly

register to carry of business in the Province of Manitoba if recommended as the successful Proponent.

Manitoba reserves the right to obtain information or seek additional information with respect to the legal structure of an entity after the Submission Date of this RFP should additional supporting documentation be required by Manitoba. This includes information on any proposed Subcontractors, Joint Venture or Partnership organizations.

E. *Qualifications and Related Experience*

Requirements/questions in this category allow the Selection Committee to evaluate the Proponent's experience in terms of capacity and ability. This criterion will be evaluated and considered in combination with other relevant aspects of the Proposal.

a) Proponent's Experience

The Proposal **Should** include:

- A description of experience developing knowledge exchange frameworks provincial in scope that include partnerships between jurisdictions or sectors and that target social services supports such as those identified in this RFP.
- A brief description of your firm, focusing on its experience performing similar services in size and scope to this RFP within the past five (5) years.

b) Knowledge Exchange Expert / Project Team

The Proponent **Shall** provide information on the proposed individual and /or project team (as may be applicable to their Proposal). It is highly desired that the proposed Knowledge Exchange Expert have a Master's or Doctoral degree in a relevant discipline (refer to Item #C of Appendix "A").

The Proponent **Shall** demonstrate that the proposed individual and/or project team meets the Knowledge Exchange Expert qualifications and experience stated in Item #C of Appendix "A". The proposed resource(s) **Should** have previous experience developing knowledge exchange frameworks provincial in scope that include partnerships between jurisdictions or sectors and that target social services supports such as those identified in this RFP.

Where the Proponent is proposing a team of individuals the project team **Must** be overseen by an experienced project lead. In the case of a team, the Proponent **Must** demonstrate that a minimum of one (1) individual meets the Knowledge Exchange Expert qualifications and experience requirements stated in Item #C of Appendix "A". This individual **Must** assume a lead / key role on the team. In this case the proposed team members **Should** have qualifications and demonstrated experience consistent with the requirements of this project.

The Proposal **Should** include detailed information on the Knowledge Exchange Expert / project team (as applicable) which **Should** include but not be limited to the items listed below:

- i) provide the name(s) of key personnel and their role in providing the Services.
- ii) demonstrate that the proposed individual(s) satisfy the requirements described in this RFP, specifically the requirement to meet the qualifications and for previous related experience.
- iii) provide a one-page resume for each individual identified in the Proposal clearly indicating the related working experience and training / education the person possesses in a relevant area of expertise.
- iv) if proposing a project team, identify the reporting relationship among the specific key personnel for whom resumes have been provided, and the specific task assignment of each.

c) Client References

The Proponent **Should** include at least three (3) references for projects undertaken by the Proponent that are similar in scope and complexity to the Services described in this RFP with the last five (5) years. References **Should** include the name of the client organization, and the official contact person and telephone number for the client organization. Manitoba may contact these references without prior notice to the Proponent.

Manitoba reserves the right to obtain references after the Submission Date of this RFP should the Proponent neglect to provide with the Proposal submission.

F. Specifications

Proponents **Should** submit its responses in accordance to Specifications (Appendix "A" of this RFP). Proponents **Must** provide a response to the Proposal Methodology (item # D) and Cost Proposal (item # H) in accordance with Appendix "A". Proponents **Should** complete a response to Appendix "A" items # E, # F and # G.

G. Insurance

The Proponent **Should** provide a Certificate of Insurance, satisfactory to Manitoba, as written evidence of the required insurance covering Services to be provided under the Agreement, with minimum coverage as identified below. Alternatively, if the Proponent does not currently carry the required insurance, the Proponent should provide a letter from an insurance broker licensed in Canada stating that the Proponent shall be able to purchase the required insurance if the Proponent is the successful Proponent.

- i) General Liability Insurance with a minimum limit of \$2.0 million per claim or occurrence.
- ii) In the event that a Proponent maintains an Errors & Omissions Insurance policy from an insurance broker licensed in Canada or through a professional organization that it is licensed by, the Proponent should provide evidence of such coverage along with the Proposal. Manitoba is seeking coverage in the amount of \$2.0 million per claim or occurrence.

Refer to section F9.0 of the RFP for additional information on the contract terms. The successful Proponent **Must** provide evidence of their Insurance Certificate prior award and/or commencement of Services as requested by Manitoba.

Any clarifications regarding the insurance requirements should be directed to the Administrator in accordance with section D2.0 Proposal Inquiries.

iii) Manitoba's Worker's Compensation Coverage

If currently registered with the Manitoba Worker's Compensation Board, the Proponent **Should** provide their Manitoba Worker's Compensation Number along with the Proposal.

If the Proponent does not currently carry coverage under The Worker's Compensation Act of Manitoba, the Proponent **Should** confirm their willingness to apply for appropriate coverage for employee(s) during the period of time that Services will take place.

If the Proponent does not currently have coverage as they are deemed to be an excluded industry as defined by Manitoba Worker's Compensation Board, the Proponent **Should** provide a statement for exclusion of coverage. Manitoba may determine that despite this exclusion that coverage is a mandatory requirement for the contract and the Proponent should confirm their willingness to apply for appropriate coverage for employee(s) during the period of time that Services will take place.

Where Manitoba has deemed that Workers Compensation Coverage is a requirement, the successful Proponent **Must** provide their Registration Number prior to commencement of Services.

H. Aboriginal Business Participation

As indicated in section C4.0 & C5.0 of the RFP, those Proponents providing Aboriginal Business Participation in their Proposal **Should** complete and submit the following:

- Aboriginal Business / Subcontractor Form attached as Appendix “B”
- Aboriginal Business Certification Form attached as Appendix “C”.

I. Other

Proponents **Should** include any additional information that, together with the foregoing comments and information, will be sufficient to allow a thorough understanding and evaluation of their Proposal.

Proponents are advised to carefully scrutinize the evaluation criteria prior to preparing their Proposals in response to this RFP.

5.0 Proposal Conditions

A Proponent should clearly understand, and by submitting a Proposal agree, that its Proposal or any part of its Proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP:

5.1 Disqualification

No Proposal will be considered which is received after the Submission Deadline. No Proposal will be considered from a Proponent where Manitoba, in its sole discretion, determines that a potential conflict of interest exists. No Proposal will be considered that is in any way conditional or that proposes to impose conditions on Manitoba that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

Manitoba reserves the right to accept substantially compliant proposals, at its sole discretion.

5.2 Right of Rejection

The submission of a Proposal, the receipt of a Proposal by Manitoba and the opening of a Proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a Proposal.

A Proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Proponent to Manitoba to carry out the provisions set out in this RFP. A Proposal may be accepted or rejected by Manitoba in Manitoba's entire discretion.

A Proposal, or any part of a Proposal, is not accepted unless Manitoba accepts it in writing and the written acceptance has been delivered to the selected Proponent.

Manitoba, in its entire discretion, may reject or accept all or any part of a Proposal or any of the Proposals submitted in response to this RFP. Manitoba is under no obligation whatsoever to accept the Proposal with the lowest cost or any Proposal. Manitoba reserves the right to enter into negotiations with the highest scoring Proponent if the highest scoring Proponent's price exceeds Manitoba's budget.

5.3 Right to Cancel and Reissue RFP

Manitoba reserves the right to cancel and reissue the RFP where, in Manitoba's sole opinion, none of the Proposals submitted in response to the RFP warrant acceptance or where it would be in the best interests of Manitoba to do so.

5.4 Cost of Proposal

Costs incurred in the preparation, presentation and submission of a Proposal shall be borne entirely by the Proponent.

5.5 Period of Validity

Proposals **Shall** be irrevocable after the Submission Deadline and open for acceptance for ninety (90) days after the Submission Deadline.

5.6 Joint Venture / Partnership

Proponents who submit a Proposal as a Joint Venture or Partnership must indicate clearly that it is a Joint Venture, and should provide the following information:

- (a) the name of each member of the Joint Venture;
- (b) the name and representative of the Joint Venture, i.e. the member chosen by the other members of the joint members to act on their behalf, if applicable;
- (c) the name of the Joint Venture, if applicable.

If the information is not clearly provided in the Proposal, the Proponent must provide the information on request from the Administrator.

The Proposal and any resulting Agreement must be signed by all members of the Joint Venture unless one member has been appointed to act on behalf of all members of the joint venture. Manitoba may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Proposal and resulting Agreement. If the Agreement is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally liable for the performance of any resulting Agreement.

5.7 Subcontractors

The use of Subcontractors is acceptable, providing the Subcontractors report directly to the Proponent, and the Proponent agrees to be held responsible for the actions and performance of these Subcontractors and their respective officers, employees or agents.

Subcontractors, if they are to be used, must be identified in the Proponent's Proposal as part of their Proposal and cannot be changed without written approval of Manitoba. Where no Subcontractors are identified, it is deemed that the Proponent will use its own forces to perform the Services.

If Subcontractors are identified in the Proponent's Proposal, Manitoba reserves the right to request additional information about the Subcontractors during the Proposal evaluation process.

Any Subcontractors that are Aboriginal Businesses may also be noted on the Aboriginal Business / Subcontractor Form.

5.8 Additional Information

Manitoba reserves the right to require or obtain any additional information from the Proponent for clarification purposes only, respecting the Proposal, experience, financial ability and general suitability, before the determination of the selected Proponent.

5.9 Privacy Requirements

During the provision of Services under the Agreement, the selected Proponent will have access to Personal Information, the selected Proponent(s) must execute an agreement with provisions as required by, and in a form and content acceptable to, Manitoba, which is in the form of Appendix "D" whereby the selected Proponent(s) provides for the protection of the Personal Information against such risks as unauthorized access, use, disclosure, destruction or alteration, in accordance with *The Freedom of Information and Protection of Privacy Act (Manitoba)* and the regulations thereto.

During the provision of Services the selected Proponent(s) has or will have access to Personal Health Information in carrying out its obligations under the Agreement, the selected Proponent(s) must execute an agreement with provisions as required by, and in a form and content acceptable to, Manitoba, which is in the form of Appendix "F" whereby the selected Proponent(s) provides for the protection of the Personal Health Information against such risks as unauthorized access, use, disclosure, destruction or alteration, in accordance with *The Personal Health Information Act (Manitoba)* and the regulations thereto.

During the provision of Services, the Proponent may process, store and/or destroy personal information as defined by *The Freedom of Information and Protection of Privacy Act (Manitoba)* (FIPPA) which may also include personal health information as defined by *The Personal Health Information Act (Manitoba)* (PHIA) (refer to <http://web2.gov.mb.ca/laws/statutes/ccsm/p033-5e.php> for additional information on the regulations).

Unless otherwise permitted in writing by Manitoba, where Personal Health Information or Personal Information may be accessed, used or stored within the selected Proponent's software and/or system (as the case may be) and/or support may be provided by way of remote access, the selected Proponent must meet any physical and technological restrictions necessary to ensure that all such information will only be used, stored or accessed within the geographical boundaries of Canada.

The expectation is that the software and/or system will be compliant with the requirements of FIPPA (and PHIA if applicable) by the implementation date of the Services for Manitoba.

Any costs associated with complying with the legislation shall be the responsibility of the selected Proponent.

5.10 Security Safeguards & Measures

All information provided to or collected by the successful Proponent under this Agreement and all copies of this information shall be used only for the purposes of the Agreement and shall be treated as Confidential. When performing the Services and providing the deliverables, the Contractor and its representatives must at all times comply with the Security Safeguards and Measures as described in Appendix "G" Security Safeguards and Measures.

If the successful Proponent or its representatives will be working in Manitoba's facilities when performing the Services or providing the deliverables, then in addition to the requirements contained in Appendix "G" (Security Safeguard and Measures), they must at all times adhere to all security guidelines, procedures, practices and regulations which are communicated to the Contractor.

5.11 Decisions of Selection Committee

All decisions on the degree to which a Proposal meets the stated criteria or the score assigned to a Proponent or part of a Proposal will be determined solely by the Selection Committee. The Selection Committee's determinations in this regard are final (and may not be appealed by a Proponent).

5.12 Amendment or Withdrawal of Proposal

Proponents may amend Proposals submitted in response to this RFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent.

Amendments submitted after the Submission Deadline **Shall** not be considered by Manitoba.

Proponents may withdraw a Proposal submitted in response to this RFP by submitting a request in writing to Manitoba at any time prior to, but not after, the Submission Deadline.

All amendments or requests to withdraw a submitted Proposal shall be in writing submitted to Manitoba at the address set out in section D2.0 of this RFP. All such amendments or requests **Shall** be submitted on the Proponent's letterhead and **Shall** be signed by the Proponent or an authorized representative of the Proponent.

It will be solely the responsibility of the Proponent to submit an amendment or a request to withdraw a Proposal to ensure that the amendment or request is received prior to the Submission Deadline.

5.13 Conflict of Interest

Proponents **Must** fully disclose, in writing, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent was to become the Contractor pursuant to this RFP, including conflicts of interest

arising with respect to proposed Subcontractors. This includes any conflicts of interest arising with respect to the funded agencies that are affiliated with the Drug Treatment Program funded by Manitoba Healthy Living Youth and Seniors. If a Proponent is in doubt as to whether a circumstance gives rise to a possible conflict of interest or what could be perceived as a possible conflict of interest, the Proponent should consult with the Administrator identified in section D2.0 of this RFP prior to submitting a Proposal.

Manitoba reserves the right to disqualify any Proposal if Manitoba, in its entire discretion, determines that an actual or potential conflict of interest exists.

E. PROPOSAL EVALUATION AND SELECTION

1.0 Selection Committee

The Selection Committee will be comprised of select staff from the Addictions Management Unit from the Department of Manitoba Healthy Living Youth and Seniors and other key stakeholders from the Addictions Service Providers. The Selection Committee will be responsible for reviewing and evaluating Proposals submitted in response to this RFP.

2.0 Evaluation Process

The RFP evaluation process is a selection procedure. It will be finalized through completion of the following steps:

- Proponents to submit Proposals to Manitoba in response to this RFP;
- Review and evaluation of Proposals by the Selection Committee
 - Proposals **Must** meet all the Mandatory requirements to proceed in the evaluation process. Proposals not meeting the Mandatory requirements will be disqualified and receive no further consideration.
 - Proposals meeting the Mandatory requirements will be evaluated in accordance with the criteria identified section E 3.0 below.
- Recommendation by the Evaluation Committee to Manitoba of the selected Proposal or part of a Proposal;
- Decision by Manitoba to accept or not to accept a Proposal or part of a Proposal.

3.0 Mandatory Requirements

Proposals **Must** meet all of the following Mandatory Requirements to proceed in the evaluation process. Proposals not meeting all the Mandatory Requirements will be disqualified and receive no further consideration.

Section #	Mandatory Requirement	Proponent Check List
Section D1.0	The Proponent must submit one (1) original hard copy.	<input type="checkbox"/>
Section D1.0	The Proposal must be delivered to the address noted in D1.0.	<input type="checkbox"/>
Section D1.0	The Proposal must be received prior to the Submission Deadline.	<input type="checkbox"/>
Section D1.0 Section D4.0A	The Proposal must be submitted with a signature, by the appropriate Proponent officer to legally bind the Proponent.	<input type="checkbox"/>
Section D4.0Cb) Appendix A – Item C	The Proponent shall provide information on the proposed individual and/or project team. The Proponent shall demonstrate that the	<input type="checkbox"/>

Section #	Mandatory Requirement	Proponent Check List
	<p>Knowledge Exchange Expert possess relevant qualifications and experience. If proposing a Project Team, the Proponent must be overseen by an experienced project lead.</p> <p><u>In the case of a team</u>, the Proponent must demonstrate that a minimum of one individual meets the relevant Knowledge Exchange Expert qualifications and experience.</p> <p>This individual must assume a lead / key role on the team.</p>	<input type="checkbox"/> <input type="checkbox"/>
Section D4.0D Appendix A (item D)	Specifications Appendix A – Item D – Proposal and Methodology	<input type="checkbox"/>
Section D5.5	The Proposal must remain open for acceptance for (90) days after the Submission Deadline.	<input type="checkbox"/>
Section D5.6	If the Proponent has proposed a Joint Venture or Partnership they must indicate clearly that it is a Joint Venture.	<input type="checkbox"/>
Section D5.7	If the Proponent has proposed subcontracting the Proponent must assume full contractual liability as the prime Proponent.	<input type="checkbox"/>
Section D5.13	Proponents Must disclose in writing any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent was to become the Contractor pursuant to this RFP.	<input type="checkbox"/>
Section D4.0D Appendix A (item H)	<p>Pricing Proposal</p> <p>The DTFP has established a maximum budget of \$400,000.00 until March 2013 which includes all fees and expenses. Proposals in excess of this amount that do not consider other available sources of funding shall be rejected. The maximum stated budget includes all travel and additional expenses related to the project.</p> <p>Prices shall be deemed to be net, in Canadian funds exclusive of PST, unless otherwise indicated.</p> <p>Prices shall be based upon a fixed all inclusive price (unchanged) for the duration of the contract.</p> <p>Rates shall include all wages, benefits, employer remittances, taxes and all other amounts payable by the Contractor.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Section #	Mandatory Requirement	Proponent Check List
	<p>If the Service fees are not all inclusive cost, the Proponent must indicate the chargeable expenses (including travel, where travel may be necessary for the Proponent to travel to Winnipeg to perform Services).</p>	<input type="checkbox"/>
	<p>Pricing shall be exclusive of GST as Manitoba certifies the Services are not subject to the Goods and Services Tax (GST).</p>	<input type="checkbox"/>

4.0 Evaluation Review

Proposals that meet the Mandatory requirements of this RFP will be evaluated in accordance to the following criteria and corresponding values:

EVALUATION CRITERIA	POINTS
Corporate Profile (including any proposed subcontractors)	5%
Proposal and Methodology	20%
Knowledge Exchange Expert / Project Team (Qualifications and Experience) Preference shall be given to a Knowledge Exchange Expert that has a Master's or Doctoral degree in a relevant discipline or equivalent combination of related education and experience. (including any proposed subcontractors)	25%
Experience with similar Knowledge Exchange projects, in particular frameworks that are provincial in scope.	25%
Pricing Proposal	15%
Aboriginal Business Participation (if any proposed)	5%
Manitoba Aboriginal Business Participation (if any proposed)	5%
Total	100%

The Proposals will be ranked using the total combined score to a total maximum of (100) points being achievable. Manitoba may conduct Proponent interviews as noted in section E5.0 below. Manitoba may forgo the interview session in its sole discretion and proceed to an award recommendation. The highest total score out of 100 will be used to determine highest scoring Proponent to be recommended as the preferred Proponent, with the decision to accept a Proposal based on the best value rather than lowest cost. Best value will be determined using the above criteria (the highest combined score). Manitoba is under no obligation to accept the Proposal with the lowest cost.

5.0 Short-list Interview

Following the initial evaluation of the Proposals, Manitoba may, in its sole discretion elect to conduct a Short-list Interview at a location to be determined in Winnipeg, Manitoba, Canada.

Up to three (3) of the Proponents who achieved the highest score may be invited to attend an interview session at their own expense in Winnipeg, Manitoba with the Selection Committee. Proponent(s) will be provided advance notice of the interview session and the session shall be an estimated two (2) hours in length. Proponents will be asked to present the key features of their Proposal and the skills and experience related to the key individuals assigned to perform the Services and demonstrate their understanding of the project requirements.

Upon completion of the Interview Manitoba reserves the right to re-evaluate the assigned scores.

Manitoba reserves the right at its sole discretion, to forego this step and move directly to the client reference checks or to forego any or all further steps and recommend an award to the highest ranked Proponent.

6.0 Client Reference Checks

Prior to the determination of the preferred Proponent, Manitoba may conduct client reference checks to verify statements made in the Proposal to confirm the quality of the Services the Bidder is proposing to deliver. If reference checks are conducted, this may or may not be limited to organizational reference checks as provided in section D4.0C(d) and may include references for key personnel.

Manitoba reserves the right to contact any or all of the references provided by a Proponent. Manitoba reserves the right to obtain references after the Submission Deadline of this RFP should the Proponent neglect to provide with the Proposal submission.

Manitoba reserves the right to adjust previously assigned evaluation scores based on the information provided by a reference.

Proponents are advised that Manitoba, in its sole discretion, may elect to forego this step if the Proponent(s) have had satisfactory past experience with Manitoba and/ or Manitoba deems the Reference Checks not required and proceed directly to the determination of the preferred Proponent.

Manitoba will not enter into contract negotiations with any Proponent whose references, in Manitoba's sole opinion, are found to be unsatisfactory.

7.0 Acceptance of Proposal

If Manitoba decides to accept a Proposal, it will accept the Proposal that, in Manitoba's sole opinion, is the best overall Proposal when evaluated in accordance with the criteria identified in section E4.0 above. Should Manitoba decide not to accept any Proposal, all Proposals will be given written notice of such decision.

Should Manitoba decide to accept a Proposal or part of a Proposal, Manitoba will signify its acceptance by preparing and forwarding to the Proponent two copies of the Agreement (substantially in the form set out in Section F of this RFP) for signing. The Proponent must sign and return both copies to Manitoba within one week after receiving them, failing which Manitoba may, in its sole discretion, cancel its acceptance and accept the Proposal or part Proposal of any other Proponent. Subject to the foregoing condition having been met, Manitoba will, in due course, sign both copies of the Agreement and return one fully signed copy for the Proponent's records.

F. THE AGREEMENT TO BE ENTERED INTO BY THE CONTRACTOR

AGREEMENT TO PROVIDE A KNOWLEDGE EXCHANGE EXPERT FOR THE DRUG TREATMENT FUNDING PROGRAM

This Agreement made the _____ day of _____, 2012.

BETWEEN:

THE GOVERNMENT OF MANITOBA,
as represented by

THE MINISTER OF HEALTHY LIVING YOUTH AND SENIORS
(called "**Manitoba**"),

- and -

_____,
(called the "**Contractor**").

WHEREAS on January 16, 2012 the Government of Manitoba, through the Department of Healthy Living Youth and Seniors issued a Request for Proposal (RFP) for the provision of Consulting Services for a Knowledge Exchange Expert for the Drug Treatment Funding Program (DTFP).

AND WHEREAS the Contractor submitted its written proposal dated _____ (the "Proposal") in response to the RFP.

AND WHEREAS the Proposal was made according to certain terms and conditions as set out in the RFP.

AND WHEREAS as part of the RFP process, the Contractor agreed to enter into a written agreement ("this Agreement") with Manitoba for the provisions of the services contemplated by the RFP.

NOW THEREFORE Manitoba and the Contractor agree as follows:

1.0 Composition Of Agreement, Conflict And Definitions

1.1 The Agreement consists of this document and the following Appendices attached hereto:

Schedule "A" – The RFP including Appendix "A" – Specifications;
Schedule "B" – Proponent's Response to the RFP;
Schedule "C" – Protection of Personal Information;
Schedule "D" – Pledge of Confidentiality;
Schedule "E" – Information Manager's Agreement;
Schedule "F" – Safeguards and Security Measures Form;
Schedule "G" – Existing Systems Evaluation Framework;
Schedule "H" - Aboriginal Business Participation Record Form (if proposed).

1.2 In the event of any inconsistency or contradiction between the terms and conditions of this document and those in the Schedules,

a) the terms and conditions of this document shall prevail over those in the Schedules and

b) the Schedules shall govern in the following order of priority:

Schedule "C" and Schedule "E";
Schedule "D";
Schedule "F";
Schedule "G"
Schedule "H" (if proposed);
Schedule "A" and
Schedule "B".

1.3 The definitions contained in the RFP, section A.3.0 apply to this Agreement.

2.0 Term

2.1 The term of this Agreement shall be effective as of _____, 2012 and shall continue in full force and effect until all Services have been performed by the Contractor on or before _____, 2013, subject to the termination contained in section F12.0 hereof.

2.2 Manitoba has the option to extend the term for (estimated up to one (1) year) as negotiated between the successful Proponent and Manitoba. Any extension shall be at Manitoba's sole discretion and should Manitoba exercise the extension, this will be formalized in accordance with section 21 of this Agreement and shall be on the same terms as provided for in this Agreement, with the exception of pricing, which shall be as negotiated between the parties based on the scope of Services and the approval of funding. If both parties cannot reach an agreement on the price payment for the Services in the option year, then Manitoba shall have no further obligation to the Contractor with respect to the Agreement.

3.0 Services To Be Provided

3.1 The Contractor shall provide to Manitoba with Consulting Services in accordance with the Specifications set out in Appendix "A" to the RFP {Schedule "A" to this Agreement} and the Contractor's Response to Specifications attached hereto as Schedule "B", and on the terms and conditions set out in this Agreement.

3.2 The Contractor shall:

- (a) provide competent experienced personnel necessary to perform the Services to Manitoba's satisfaction; and
- (b) provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of Manitoba.

4.0 Performance Of Contractor's Obligations

4.1 The Contractor represents and warrants that:

- (a) the Contractor possesses the necessary personnel, skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
- (b) the Contractor understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements.

4.2 The Contractor agrees:

- (a) to perform all obligations and provide the Services in a professional manner satisfactory to Manitoba, and to provide competent, experienced personnel necessary to perform the Services to Manitoba's satisfaction;
- (b) to provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of Manitoba;
- (c) to comply with all reasonable directions and requests of Manitoba; and
- (d) that Manitoba or the Provincial Auditor, or any other person on behalf of Manitoba or the Provincial Auditor, and their respective directors, officers, employees and representatives may perform audits of the Services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Contractor's records respecting the Services for audit purposes and to co-operate fully in any audit.

5.0 Fee Structure

{subsections listed under Option A will apply where payment structure agreed upon is based on invoicing for Services performed and invoiced upon completion as per progress payment schedule agreed to in the resulting Agreement.}

{subsections listed under Option B will apply where payment structure will consist of funding advances as per progress payment schedule that are in advance of the Services being performed. This model will require additional reporting obligations as set out in section 6.0 below}

OPTION A – INVOICE PAYMENTS

- 5.1 Subject to funds being duly appropriated by the Legislature of the Province of Manitoba for the Fiscal Year in which such payments become due under this Agreement, Manitoba will provide consideration to the Contractor who agrees to perform the Services for a amount of _____, (\$ _____) for 2011/12 **and** _____ (\$ _____) for 2012/13 for a total of maximum of _____ (\$ _____) for the period ending March 31, 2013. This sum is a maximum, all-inclusive price for the Services, and no additional fees or expenses whatsoever shall be payable to the Contractor in addition to the foregoing amount. In the event Manitoba Retail Sales Tax is payable in respect of the Services, the Contractor shall pay same from the amount received from Manitoba under this Agreement, and the price for the Services shall be deemed to have been \$_____.
- 5.2 Invoices shall be submitted to Manitoba in accordance with the progress payment schedule outlined in Appendix “A” {Option A}. If the Services that are the subject of the invoice have been completed to the satisfaction of Manitoba, Manitoba shall approve same for payment, whereupon Manitoba shall pay to the Contractor those fees set forth in the invoice as soon as possible after approval.

OPTION B – FUNDING PAYMENTS / DEFICITS /SURPLUSES

- 5.1 Subject to funds being duly appropriated by the Legislature of the Province of Manitoba for the Fiscal Year in which such payments become due under this Agreement, Manitoba will provide quarterly payments to the Contractor in advance for the Services in accordance with the amounts, terms and conditions as outlined in Schedule “A” attached, up to a maximum amount of _____, (\$ _____) for 2011/12 **and** _____ (\$ _____) for 2012/13 for a total of maximum of _____ (\$ _____) for the period ending March 31, 2013.
- 5.2 Quarterly payments under this Agreement shall be conditional on the Contractor fulfilling the quarterly reporting requirements of Manitoba as provided for in Section 6.0 of this Agreement, based on the requirement of Manitoba. Manitoba may hold back the quarterly payment until such time as the Contractor has met the reporting requirements. Despite the potential holdback of funds, the Contractor shall continue to provide Services under this Agreement, unless otherwise advised by Manitoba to suspend Services in accordance with Section 13.

5.3 *Manitoba's payments hereunder for the Services, whether in whole or in part, shall not be deemed nor considered earned by the Contractor until such time that:*

- (a) *the Services are actually provided and properly reported to Manitoba; and*
- (b) *the Contractor fully and properly accounts to Manitoba for the Contractor's use or application of all payments made by Manitoba and the Contractor confirms that such payments are not subject to any Third Party interests, whether by security agreement, attachment or otherwise.*

5.4 *Unless otherwise provided in writing by Manitoba, the Contractor shall use all the payments made under this Agreement exclusively to provide the Services, including but not limited to the payment of all employee salaries and benefits and other expenses as approved as eligible by Manitoba under the Agreement.*

5.5 *This Agreement does not preclude the Contractor from soliciting, raising or applying for funding from other sources. Manitoba recognizes the autonomy of the Contractor to determine the size and scope of such fund-raising activities and the purposes to which the funds may be put. Such activities shall be reported by the Contractor in the financial information required under Section 6.0 of this Agreement.*

5.6 *Manitoba shall not be responsible for any deficit incurred by the Contractor in providing the Services.*

5.7 *With the prior written approval of Manitoba, the Contractor may retain such amount (as Manitoba may approve in its sole discretion) of any surplus that the Service Provider has realized in any Fiscal Year during the Term of this Agreement provided that:*

- (a) *Manitoba and the Contractor mutually agree to negotiate an extension or renewal of this Agreement for an additional term that commences on the next day immediately following the expiry of the Term of this Agreement; and*
- (b) *the Contractor has met all of its obligations under this Agreement; and*
- (c) *the amount of such surplus has been identified in the financial information required under section 6.____ of this Agreement;*

it being understood and agreed by the Contractor that Manitoba's approval, if any, shall apply only to any financial surplus realized from the payments made by Manitoba under this Agreement and not to any other financial surplus realized from funding provided by any Third Party.

5.8 *In addition to the provisions set out in the Agreement, the Contractor acknowledges that if Manitoba and the Contractor do not mutually agree to negotiate an extension or renewal of this Agreement, any surplus as of March 31, 2013 shall be repaid to Manitoba c/o the Minister of Finance (Manitoba) by no later than June 30, 2013 and, until paid, is a debt due and owing to Manitoba.*

{subsections listed below apply to both Option A and B}

5. ___ Those amounts invoiced and approved that have not been paid by Manitoba within sixty (60) days after approval shall bear interest in accordance with the provisions of the Government of Manitoba's Financial Administration Manual issued under the authority of The Financial Administration Act from the 61st day after the date of approval until payment is made.
5. ___ Manitoba and the Contractor agree that any work performed by outside the scope of this agreement without the prior written approval of Manitoba shall be deemed to be gratuitous on the Contractor's part, and Manitoba has no liability with respect to such work.
5. ___ Manitoba certifies that the Services being provided by the Contractor pursuant to this agreement are being purchased with Crown funds for the benefit of the Manitoba Government and are therefore are not subject to the payment of the federal goods and services tax. The Contractor warrants that the goods and services tax shall not be included in any invoice provided or claim for payment made under this agreement.

6.0 REPORTING REQUIREMENTS

{subsections listed below applies to Option A}

- 6.1 The Contractor further agrees to allow Manitoba, or any other person appointed on behalf of Manitoba to perform audits of the Services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Contractor's records respecting the Services.

{subsections listed below applies to Option B}

- 6.1 *The Contractor shall provide Manitoba with financial information in accordance with Schedule “___” Financial Reporting Requirements {to be agreed upon} which is attached hereto.*
- 6.2 *The Contractor shall keep or cause to be kept complete and accurate accounts and records respecting the performance of this Agreement, satisfactory in form and content to Manitoba, acting reasonably.*
- 6.3 *All accounts and records required to be kept by the Contractor in accordance with this Agreement shall be maintained by the Contractor for a minimum of three (3) years following the expiry or earlier termination of this Agreement.*
- 6.4 *Manitoba may inspect, copy and at its own cost audit all accounts and records of the Contractor relating to this Agreement at any reasonable time during the Term of this Agreement or within three (3) years after the expiry or earlier termination of this Agreement. The Contractor shall provide any clarification reasonably requested by Manitoba with respect to these accounts and records, or the Services, and shall*

cooperate fully with Manitoba's representatives or auditors for the purposes of any inspection or audit.

{subsections listed below apply to both Option A and B if Aboriginal Business Participation applies}

6.____ *Where Aboriginal Business will be engaged to provide Services throughout the duration of the Agreement, the Contractor shall provide Manitoba Healthy Living, Youth and Seniors with the actual percentage of Aboriginal Business Participation by completing the Aboriginal Business Participation Record Form attached as Schedule "H". The Contractor shall be required to complete and forward the first report by April 15, 2012 and the final reporting to be submitted upon completion of the Agreement (unless otherwise requested) for Aboriginal Participation verification.*

6.____ *In the event the actual Aboriginal Business Participation falls below the percentage level cited in the Contractor's Proposal submission, the Contractor must provide justification for the reduction of Aboriginal Business Participation and the steps to be taken to meet this contractual obligation. Failure to do so and subsequently not meet the contractual obligations may result in:*

- i. termination of the Agreement in which case Manitoba may engage another agency to complete the Services and the Contractor may be required to reimburse Manitoba for any additional costs incurred by Manitoba.*
- ii. Performance may be used against the Contractor for evaluation purposes in future tenders and selection for future service purchase agreement arrangements.*

7.0 Confidential Information

7.1 While the Agreement is in effect, and at all times thereafter, the Contractor and any officers, employees or agents of the Contractor:

- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the provision or delivery of the Services or terms of the Agreement;
- (b) shall comply with the requirements set out in Schedule "C" **{attached as Appendix "D" to the RFP}** respecting collection, use, disclosure and protection of personal information. Schedule "C" forms part of this Agreement.
- (c) shall sign a Pledge of Confidentiality, in the form set out in Schedule "D" **{refer to Appendix "E" to the RFP}** of this Agreement.
- (d) shall ensure that all research results, papers, reports, publications and presentations relating to the project contain only aggregate, anonymized information and do not contain any personal information as defined in Schedule "C" **{Appendix "D" to the RFP}** or other information which could (by itself or

when combined with other information) reasonably be expected to identify any individual.

- (e) shall not, without first obtaining written permission from Manitoba,
 - (i) use, or permit use of, the information, documents and materials described in clauses F7.1(a) to (e) except for the proper performance of the Contractor's obligations under the Agreement, or
 - (ii) disclose, or permit disclosure of, the information, documents and materials described in clauses F7.1(a) to (e) to any person, corporation or organization; and
- (f) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clauses F7.1(a) to (e).

7.2 In addition to the requirements set out in section F7.1, and whereby the Contractor will have access to Personal Health Information during the performance of the Services the Contractor must execute an agreement with provisions as required by, and in a form and content acceptable to, Manitoba, which is in the form of Schedule "E" **{herein attached to the RFP as Appendix "F"}** whereby the Contractor provides for the protection of the Personal Health Information against such risks as unauthorized access, use, disclosure, destruction or alteration, in accordance with The Personal Health Information Act (Manitoba) and the regulations thereto.

7.3 It is acknowledged that the prohibition against disclosure, as mentioned in paragraph 7.1(f) (ii) hereof, shall not apply where disclosure is required by law or court order or for law enforcement purposes.

8.0 Liability

8.1 Manitoba shall not be liable for any injury to the Contractor, or to any officers, employees, subcontractors or agents of the Contractor, or for any damage to or loss of property of the Contractor, or of the officers, employees, subcontractors or agents of the Contractor, caused by or in any way related to the provision or delivery of the Services or the terms of the Agreement.

8.2 Clause F8.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

9.0 Indemnity

9.1 The Contractor shall use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

9.2 The Contractor shall be solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Services or any term of the Agreement, or the breach of any term or condition of the Agreement by the Contractor, or the officers, employees, subcontractors or agents of the Contractor; and
- (b) any omission or wrongful or negligent act of the Contractor, or of the officers, employees, subcontractors or agents of the Contractor;

and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

10.0 Insurance

10.1 The cost of obtaining any required insurance shall be borne by the Contractor. Required insurance shall be underwritten by insurers acceptable to Manitoba.

10.2 The Contractor agrees to obtain, maintain throughout the term of the Agreement, and provide evidence to Manitoba Commercial General Liability Insurance covering claims for injury, death or damage to property arising out of the Contractor or its officers, employees, subcontractors or agents providing Services under the Agreement, or as a result of any negligent acts or omissions of the Contractor or its officers, employees, subcontractors or agents. Such insurance shall provide coverage of not less than two million dollars (\$2,000,000) per occurrence.

10.3 By setting the foregoing minimum coverage, Manitoba does not represent that such amounts are adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

10.4 The Contractor's liability insurance policies shall extend coverage to subcontractors employed by the Contractor to provide any Services. Alternatively, the Contractor shall ensure that the subcontractors carry their own liability insurance, equivalent to the liability coverage required by the Contractor by this Agreement and shall provide written evidence of this to Manitoba.

10.5 {clause to be included in contract where Proponent has indicated in Proposal that Errors and Omission insurance policy is maintained} The Contractor shall obtain errors and omissions liability insurance covering errors, omissions, or negligent provision of Services under the Agreement by the Contractor, its officers, employees, subcontractors or agents. Such insurance shall be maintained throughout the term of the Agreement and for not less than twelve (12) months after completion of the Services if the insurance policy is written on a claims-made basis, and shall provide coverage of not less than two million dollars (\$2,000,000.00) per occurrence or claim. By setting the foregoing minimum coverage, Manitoba does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation.

The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

10.6 Without limiting or restricting the generality of subsection F10.2 above, such insurance shall name Manitoba, its officers, employees and agents as additional insured's with respect to the Services provided under the Agreement.

10.7 The Contractor shall provide a Certificate of Insurance, satisfactory to Manitoba, as evidence of the required insurance. The Certificate shall provide for at least thirty (30) days prior written notice to Manitoba in case of policy cancellation.

11.0 Workers Compensation

Where coverage is required under the *Manitoba Worker's Compensation Act* or where Manitoba deems required in the event the Contractor is considered an exempt industry under the Act, the Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain in good standing workers compensation coverage throughout the term of the Agreement, and shall provide Manitoba with evidence thereof upon request.

12.0 Restriction on Other Work and Advertising

12.1 While the Agreement is in effect, the Contractor and any officers, employees, subcontractors or agents of the Contractor shall not perform services or deliver goods to any other person, firm, corporation or organization in any manner which might interfere or conflict with the Contractor's performance of its obligations or undertakings under the Agreement.

12.2 The Contractor agrees that it shall not refer to, or permit any reference to, the Agreement or the Services in any advertising or promotional material except with the prior written authorization of Manitoba.

13.0 Termination

13.1 Manitoba may, in its sole discretion, immediately terminate the Agreement in writing if:

- (a) the Contractor fails to properly fulfill, perform, satisfy and carry out each and every one of its obligations under the Agreement; or
- (b) the Contractor fails or refuses to comply with a verbal or written request or direction from Manitoba within seven (7) days of receiving the request or direction; or
- (c) the Contractor becomes bankrupt or insolvent or liquidates; or
- (d) a receiver, trustee or custodian is appointed for the assets of the Contractor, or any partner thereof; or

- (e) the Contractor or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Contractor or of that partner, as the case may be; or
- (f) the Contractor fails to secure or renew any license or permit for the Contractor's business required by law; or any such license or permit is revoked or suspended; or
- (g) the Contractor or any partner, officer or director of the Contractor is found guilty of an indictable offence; or
- (h) the Contractor fails to comply with any law or regulation relating to the employment of its employees; or
- (i) the Contractor at any time engages in any activities or trade practices which, in the opinion of Manitoba, are prejudicial to the interests of Manitoba, or a department or agency thereof; or
- (j) there is a breach of any provision of the Agreement.

13.2 Manitoba may, in its sole discretion, terminate the Agreement at any time by giving at least thirty (30) days written notice to the Contractor prior to the intended termination date. This termination may be used for those instances where there are program changes, funding changes etc.

13.3 Upon the expiry or earlier termination of the Agreement, the Contractor shall cease to provide or deliver any further Services. Manitoba shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Contractor may be entitled to receive under the Agreement completed to the satisfaction of Manitoba up to the effective date of termination.

14.0 Security Requirements

14.1 When performing the Services and providing the deliverables, the Contractor and its representatives must at all times comply with the Security Safeguards and Measures as described in Schedule "F" {herein attached to the RFP as Appendix "G"} Security Safeguards and Measures).

14.2 If the Contractor or its representatives will be working in Manitoba's facilities when performing the Services or providing the deliverables, then in addition to the requirements contained in Schedule "F" (Security Safeguard and Measures), they must at all times adhere to all security guidelines, procedures, practices and regulations which are communicated to the Contractor.

14.3 The Contractor and its representatives shall at all times adhere to all security guidelines, procedures, practices and regulations which are communicated to the Contractor and required by Manitoba.

15.0 Ownership of Information

- 15.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, or any officers, employees, subcontractors or agents of the Contractor, in the performance of, or incidental to the performance of the Services or the terms of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered or assigned without cost to Manitoba upon request.
- 15.2 The Contractor shall waive the Contractor's moral rights under the Copyright Act (Canada) in the information, documents and materials described in clause F15.1 in favor of Manitoba, and shall execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. Upon Manitoba's request, the Contractor further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favor of Manitoba.
- 15.3 During the term of the Agreement, and at all times thereafter, the Contractor, and any officers, employees, subcontractors or agents of the Contractor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, or the officers, employees, subcontractors or agents of the Contractor, in the provision or delivery of, or incidental to the provision or delivery of, the Services or the terms of the Agreement without first obtaining written permission from Manitoba.
- 15.4 Any equipment, materials, and supplies provided by Manitoba to the Contractor for use in the provision or delivery of the Services or the terms of the Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba when the Agreement is terminated or expires or when the Services have been completely performed, whichever is the earliest.

16.0 Independent Contractor

- 16.1 The Contractor is an independent contractor, and the Agreement shall not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Contractor or between Manitoba and any officers, employees, subcontractors or agents of the Contractor.
- 16.2 The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- 16.3 In the event it is determined that the Contractor is not an independent Contractor and that the Agreement creates the relationship of employer and employee between Manitoba and the Contractor, the Contractor agrees to be solely responsible and to save harmless and indemnify Manitoba, its officers, employees and agents from and against

all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Contractor agrees that any amount Manitoba has paid to the Contractor under the Agreement shall constitute an all-inclusive payment of the Contractor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.

17.0 Excusable Delay

17.1 The Contractor shall notify Manitoba, in writing, if it will, or believes it will be unable to provide or deliver the Services when promised or required, and the reasons therefore. The Contractor shall not be liable for failure to provide or deliver the Services to the extent that such failure is, in the opinion of Manitoba, beyond the reasonable control of the Contractor.

18.0 Assignment

18.1 The Contractor shall not assign or transfer the Agreement or any of the rights or obligations under the Agreement without first obtaining written permission from Manitoba. Manitoba may, in its sole discretion, refuse to grant such permission.

19.0 Appropriation of Funds

19.1 All payments by Manitoba under the Agreement are subject to and expressly conditional upon the Legislative of the Province duly appropriating funds in the fiscal year in which they are required to be paid. The total fees paid under the Agreement shall not exceed the price as identified in the Contractor's Proposal.

20.0 Time of Essence

20.1 Time shall be of the essence of the Agreement.

21.0 Amendments

21.1 No amendment or change to, or modification of, the Agreement shall be valid unless in writing and signed by both parties.

22.0 Similar Services

22.1 The RFP specifically contemplated the potentially exists to expand the Services to include the planning of a provincial symposium and a website. The decision as to whether to proceed with one or both of these phases shall be in Manitoba's sole discretion. Should Manitoba chose to proceed with the Services Manitoba, in its sole discretion, shall determine the most appropriate method by way of:

- a) Extension to this Agreement;
- b) An issuance of a competitive tendering process;
- c) Entering into subsequent agreements with one or more vendors without the issuance of any competitive tendering process; or

d) Any combination of the above.

Should Manitoba determine, in its sole discretion to extend the Agreement with the Contractor, Manitoba will notify the Contractor, in writing, that it wishes to proceed with the additional Services under this Agreement. The fee for the Services shall be at the price quoted by the Contractor in accordance with the funding allocation provided for this portion of the DTFP project. When considering additional Services, Manitoba may seek to refine the recommendations proposed by the Contractor in the initial phase of the project and will proceed based on the most suitable recommendation or combination thereof as determined by Manitoba Healthy Living Youth and Seniors, in their sole discretion. If the parties cannot agree on the terms and conditions or the fees for these similar Services, Manitoba will not proceed with the extension to the Agreement and may seek to engage an alternate supplier to perform the Services for the project.

23.0 Governing Law

23.1 The Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

24.0 Entire Agreement

24.1 The Agreement constitutes the entire agreement between the parties. There shall be no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

25.0 Severability

25.1 If any provision of the Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of the Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

26.0 Notices

26.1 Any notice shall be sufficiently given if delivered or sent by pre-paid registered mail or facsimile, and addressed or sent as specified below:

(a) If to Manitoba:
To the address or facsimile number specified in section D2.0 of the RFP.

(b) If to the Contractor:
To the address or facsimile number specific in the accepted Proposal

26.2 If mail service is disrupted by labor controversy, notice shall be delivered or sent by facsimile transmission.

26.3 Any notice given in accordance with the methods described in clause F26.1 shall be deemed to have been received by the addressee on:

- (a) the day delivered if delivered on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.

26.4 In no event shall any notice be sent by mail during any period of interrupted or threatened interruption of postal service.

26.5 Any party may change its address or particulars for purposes of the receipt of any communications pursuant to the Agreement by giving seven days' prior written notice of such change to the other party.

27.0 Survival Of Terms

27.1 Sections 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 13.0, 15.0, 16.0, 17.0, 23.0, 24.0, 26.0 and 27.0 shall survive the termination or expiration of the Agreement.

FOR THE GOVERNMENT OF MANITOBA

Witness:

Department of Healthy Living Youth and Seniors

Name and Title

Date

FOR THE CONTRACTOR

Witness:

Authorized Signature

Name and Title

Date

APPENDIX “A” SPECIFICATIONS

A. Period of Agreement

It is expected that the Services for the Knowledge Exchange Expert to complete the deliverables of the project will commence early February, 2012 and will be fully completed no later than March 31, 2013.

Renewal Options/ Extensions

Manitoba has the option to extend the term for an additional term (estimated up to one (1) year) as negotiated between the successful Proponent and Manitoba. Any extension shall be at Manitoba’s sole discretion and will be as negotiated between the successful Proponent and Manitoba. Any renewal or extension of this program is subject to an external evaluation process and future DTFP funding allocation by Manitoba or potential funding partners.

Should Manitoba exercise an extension to the term, this shall be on the same terms as provided for in the Agreement, with the exception of pricing, which shall be as negotiated between the parties based on the scope of Services and the approval of funding. If both parties cannot reach an agreement on the price payment for the Services, then Manitoba shall have no further obligation with respect to the Agreement.

B. Project Requirements

It is expected that the successful Proponent shall be responsible for the following deliverables:

Lead the development, implementation and monitoring of knowledge exchange strategies and workforce development activities for provincial addictions services.

Facilitate the development of local/regional knowledge exchange networks including but not be limited to:

- Create and Implement a formal cross sectoral knowledge exchange framework to assist with system needs and to guide future system changes.
- Lead consultations with multi sectoral stakeholders to identify needs in implementing research and new information to build capacity and offer options for training and mentoring.
- Implement Regional Knowledge Exchange Coordinators (North, West, Winnipeg) to coordinate Regional Teams with balanced representation and partnership between addictions, community mental health partners, aboriginal addictions services and aboriginal cultural community

representatives. Other sectors may include but are not limited to justice, education, social services, housing and family services, etc.

- Implement a process to report regional information for establishment of provincial priorities.
- Implement a process to establish and maintain networks of stakeholders/partners who can both benefit from and contribute to the collective efforts to reduce the harms and improve the care for those affected by substance abuse.
- Implement a process to lead collaboration efforts with a variety of stakeholders including new and pre-existing knowledge exchange committees (Co-occurring Disorders Provincial Leadership Team, Manitoba Partners for Addictions Awareness, Addictions Agency Network, Mental Health Managers Network) to negotiate creative, practical and relevant approaches to knowledge exchange for long-term solutions.

Summarize Research

- Summarize research findings to form the basis of appropriate knowledge exchange products, tools or activities to inform addictions community of practice of current research and promising initiatives, and to inform future policy and program development in the field of substance abuse.

Provincial Symposium

- Organize a provincial symposium bringing together participants from across the system and disciplines to engage in discussion and learning.
 - Work with an event planner, Project Coordinator and key stakeholders to identify facility, attendees, keynote speakers, topics for discussion and overall budget.
- Identify and bring together key partners, subject-matter experts, practitioners and community representatives to share evidence, knowledge and best practices to build the foundation for solutions in the substance abuse field.

All costs related to Provincial Symposium are out of scope of the funding allocation stated in this RFP. Provincial Symposium has its own DTFP budget allocation. As part of the Services, Manitoba may look to the successful Proponent to provide additional Services related to the Symposium which may include event planning, sourcing a facility and registration of the attendees. The successful Proponent may engage Subcontractors to assist in the symposium, as approved by Manitoba. If Services are extended, Manitoba and the successful Proponent will enter into an amendment to the existing Services contract and identify the scope of services and the associated costs.

Manitoba also reserves the right to not extend the Services to the successful Proponent and may look to another party to provide all or part of the services related to planning the symposium. In this case, the successful Proponent may have a planning role and will work collaboratively with the other parties to ensure the success of the symposium.

Website/e-community network

- Research and implement creative ways to exchange knowledge through electronic media.
- In collaboration with the DTFP Project Coordinator and the Business Consultant explore the possibility of an e-community and tools to support this type of network.
- Link knowledge exchange to system performance reporting/monitoring mechanisms.
- Provide input into the project activities such as defining the requirements for an interactive website and participating in the performance planning process. The website is intended to provide the community of practice and public with up to date knowledge.
 - Work with a web designer to develop a provincial addictions and mental health website consisting but not limited to: current local, national and international research, best practices, resource information, substance abuse and mental health information, current news, new programs, self surveys and training information.

All costs related to development of the website are out of scope of the funding allocation stated in this RFP. Website development has its own DTFP budget allocation. As part of the Services, Manitoba may look to the successful Proponent to provide additional Services related to the web design which may include web designing, sourcing research and resource information. The successful Proponent may engage Subcontractors to assist in the website, as approved by Manitoba. If Services are extended, Manitoba and the successful Proponent will enter into an amendment to the existing Services contract and identify the scope of services and the associated costs.

Manitoba also reserves the right to not extend the Services to the successful Proponent and may look to another party to provide all or part of the services related to website development. In this case, the successful Proponent may have a planning role and will work collaboratively with the other parties to ensure the success of the website.

C. Knowledge Exchange Expert – Qualifications and Experience

Section D4.0E b) requires the Proponent to identify the proposed individual and /or project team (as may be applicable to their Proposal).

The Knowledge Exchange Expert **Must** demonstrate their ability to meet the desired qualifications and experience in order to be considered for the Knowledge Exchange Consulting Services.

- Master's or Doctoral degree in a relevant discipline preferred (e.g., Science, Arts & Humanities, Health Administration, Adult Education). Other combinations of related education and experience will be considered.
- A minimum of 3-6 years of related knowledge exchange experience. Experience and/or expertise in the field of alcohol and substance abuse is an asset.
- Experience negotiating with multi-stakeholder groups (e.g., health professionals, the public, health care managers, private industry).
- Understanding of all aspects of knowledge exchange (e.g., generation, synthesis, product development, dissemination, exchange, management, evaluation).
- Experience in developing and implementing knowledge exchange strategies.
- Experience building relationships with partners at regional, provincial and federal levels to inform or implement best practices.
- Ability to interpret and identify key results from medical research and to succinctly summarize research findings in plain language.
- Experience in stakeholder consultation through surveys, focus groups, social media, etc.
- Ability to develop or inform the development of knowledge products such as toolkits, newsletters and policy briefs using feedback from knowledge users.
- Demonstrated experience in applying best practices in knowledge exchange (e.g., communications, education/training, toolkit development, marketing, stakeholder engagement).
- Ability to engage diverse audiences and build partnerships/collaborations between medical and non-medical groups.
- Ability to develop understanding of system-wide issues (i.e., a 'systems thinker').
- Possess strong analytical skills; is process and results-oriented.
- Enthusiastic and high-energy team player with a passion for engaging partners.
- Strong focus on strategic problem resolution.
- Excellent communication skills.

As stated in section D4.0E b), where the Proponent is proposing a team of individuals the project team **Must** be overseen by an experienced project lead. In the case of a team, the Proponent **Must** demonstrate that a minimum of one (1) individual meets the Knowledge Exchange Expert qualifications and experience stated above and this individual **Must** assume a lead / key role on the project team.

D. **Proposal Methodology**

In response to this section, the Proponent **Must** provide a detailed methodology on how the Proponent will undertake the project. The response **Should** specifically address the following considerations:

- a.) Demonstrate the Proponent's experience in the following areas:
 - Project management skills;
 - Negotiation, facilitation and change management;
 - Working collaboratively with Government and Non Government Organizations similar in size and scope to the organizations that will be participating in this project (ie. Non-profit, government funded agencies);
 - Demonstrated experience in engaging with relevant stakeholders to build relationships that will allow for collaborative work in the knowledge exchange process;
 - Report writing;
 - Knowledge of addictions, treatment models and best practices.
- b.) describe their understanding of the scope and objectives of this project;
- c.) describe their approach to the knowledge exchange needs of Manitoba;
- d.) clearly and accurately describe how they will address each of the Project Scope Requirements identified in item B above;
- e.) The Proponent **Should** provide evidence of how it will maintain quality control throughout the provision of Services and provide evidence of how it will meet the privacy requirements of applicable laws and regulations as required by Manitoba.

Proponents **Should** include any additional information that, together with the foregoing items and information will be sufficient to allow a thorough understanding and evaluation of their Proposal.

E. **Timelines & Key Milestones**

The project timeframe is anticipated to commence in early February 2012 and shall end no later than March 31, 2013.

The Proponent **Should** provide key milestones with major task start and end dates of and demonstrate the ability to meet the project requirements as outlined in item B above in order to meet the final completion date of March 31, 2013.

F. **Risk Management**

The Contractor is to take appropriate measures to ensure that any project disruptions or delays are minimized. Any barriers to the Contractors ability to meet the deliverables are to be announced immediately to prevent impact or delay to the project.

The Proponent **Should** briefly describe any related experience in identifying project risk areas and managing them within the project.

G. Progress Payments

In consideration of Services to be provided by the successful Proponent, Manitoba will provide payments on a pre-determined progress payment schedule.

Manitoba's intent for the payment terms of any resulting Agreement is to provide payment on a quarterly basis after the completion of Services under the Agreement (Option A). No payments will be provided in advance of Services being performed. The Contractor will invoice Manitoba for Services performed and provide a progress report on the demonstrated progress under the Agreement.

Alternatively, Manitoba may consider a progress payment model whereby the funds are disbursed in quarterly advances prior to delivery of the related Services (Option B). Where this model is considered by Manitoba, the successful Proponent **Must** demonstrate to Manitoba that the advance payments are required in order to enhance delivery of the Services under the project.

Where the Proponent is proposing Option B model (advance progress payment), the Proponent **Should** describe their reasoning as to why they feel this model is more appropriate and provide their rationale for this payment model. This would include a description on how the delivery of Services may be hindered/compromised if the advance payment model was not used.

It is understood that the final progress payment schedule will be determined by Manitoba in its sole discretion taking into consideration the interests of the project.

H. Cost Proposal

The Drug Treatment Funding Program has established a maximum budget of \$400,000.00 Canadian Funds for the duration of the project until March 2013. The fiscal year allocations are as follows:

- **\$150,000.00* for fiscal year ending March 31, 2012**
 - * given that the Services will not commence until well into the last quarter of the fiscal year (February – March), Manitoba anticipates that Proponents will provide a pro-rated cost for their Services and the estimated costs for this quarter of Services would be approximately \$25,000.00. However, the Proponent may have start-up costs that will be incurred that extend their quoted cost beyond this quarterly estimate. (Proponents should detail accordingly in their Proposal and provide appropriate justification to support any start-up / incidental costs.
- **\$250,000.00 from April 2012 to March 31, 2013.**

Proponents with submissions which exceed available funding dollars will need to describe how they will provide for those additional expenses within their existing operating budgets. **A Proposal valued in excess of the budgeted amount that does not consider other available sources for operating funds Shall be rejected and disqualified from further consideration.**

The cost of the travel and all related operating and travel expenses, where applicable **Must** be included in the **maximum budget** amount stated above.

Prices **Shall** be quoted in Canadian Funds and **Shall** remain firm for the duration of the Agreement, unless otherwise specified by the Proponent in the bid submission. The Proponent should submit a total cost for Services including a break down for project components. The per diem rate for and the estimated number of working days for the individual or each team member used to calculate the quoted price should be included in the Proposal;

The Proponent **Shall** quote a fixed all inclusive price (unchanged) for providing the Services which **Shall** be deemed to be net in Canadian Funds, exclusive of Manitoba Provincial Sales Tax (7% PST) if applicable unless otherwise indicated by the Proponent in its' submission. Where Provincial Sales Tax is not applicable, the Proponent **Should** indicate as such in the Proposal submission by indicating "not applicable" or "exempt" as it may apply;

Manitoba certifies that the Services are being purchased under the Agreement by the Government of Manitoba with Crown funds and are therefore not subject to the federal goods and services tax (the "GST"). The Contractor represents and warrants that GST has not been included or quoted in any fees, prices or estimates and covenants that it will not include GST in any invoice provided, or claim for payment requested, under the Agreement;

Rates shall include all wages, benefits, employer remittances, taxes and all other amounts payable by the Contractor to its personnel and all administrative and support services costs, equipment, supplies, overhead and other incidental costs involved in providing the Services.

The fees **Should** be broken down by the fiscal year that the Services will be provided.

The first portion of the project will be approximately two (2) months in length within fiscal year 2011/2012 (February – March 2012). Proponents **Should** pro-rate their fees accordingly within the stated budget for this fiscal year. The Proponent **Should** include all start-up costs related to the delivery of Services (refer to notation above).

If a Proponent is utilizing other available sources of operating funds in order to remain within Manitoba's stated maximum budget, the Proponent **Should** describe the proposed operating model.

As indicated the funding allocation for the provincial symposium and the website development are out of scope of the funding limits stated in this RFP for the Knowledge Exchange Expert. Should Manitoba exercise its option to extend one or both of these additional Services to the successful Proponent, Manitoba will do so in accordance with the terms of the resulting Agreement. For the purposes of this Proposal, it is not necessary to cost these aspects of the project.

Submitted by: _____
 (Proponent Name)

Proponents **Should** use the tables provided to provide their proposed Pricing for the Services to meet the requirements of this RFP. *Proponents may expand/modify the tables provided and attach additional information if space is not sufficient.*

COSTING PROPOSAL – YEAR ONE– REMAINDER OF FISCAL 2011/2012

Project Costs – February 2012 – March 31, 2012 (pro-rated accordingly) (see notation above)

<i>Total Cost of Year 1 Services (February – March 2012)</i>	<i>All inclusive Fixed Flat Cost</i>	<i>Comments</i>
	\$	
PST (if applicable)	\$	
Total	\$	

Detailed Year One Breakdown: February 2012 – March 31, 2012 (pro-rated accordingly) (see notation above)

<i>Key Personnel / Project Cost</i>	<i>Key Milestone / Deliverable</i>	<i>Fixed Per Diem Rate (ie. Hourly)</i>	<i>Level of Effort (hours, days)</i>	<i>Total Fixed Cost per individual</i>	<i>Comments</i>
		\$		\$	
		\$		\$	
		\$		\$	

COSTING PROPOSAL – YEAR TWO – FISCAL 2012/2013

Year Two Project Costs – April 1, 2012 – March 31, 2013

<i>Total Cost of Year 2 Services (April 2012 – March 31, 2013)</i>	<i>All inclusive Fixed Flat Cost</i>	<i>Comments</i>
	\$	
PST (if applicable)	\$	
Total	\$	

Detailed Year Two Breakdown: April 1, 2012 – March 31, 2013

<i>Key Personnel / Project Cost</i>	<i>Key Milestone / Deliverable</i>	<i>Fixed Per Diem Rate (ie. Hourly)</i>	<i>Level of Effort (hours, days)</i>	<i>Total Fixed Cost per individual</i>	<i>Comments</i>
		\$		\$	
		\$		\$	
		\$		\$	

Submitted by: _____
 (Proponent Name)

CHARGEABLE EXPENSES – TRAVEL RELATED (if any)

It is recognized that there will be some Travel within Manitoba to conduct the Services, specifically to conduct meetings with the Regional Teams. The cost of the travel **shall** be included in the **maximum budget** stated above. Any related expenses under the resulting Agreement are required to adhere to the Province of Manitoba’s official travel guidelines and policies and will be reimbursed in accordance with Manitoba Treasury Board approved per diem rates for meals and mileage rates (refer to allowable rates below). Preference will be given to Proponents that agree to a reimbursement structure that aligns to Manitoba’s approved allowances or have included the expenses in the quoted pricing.

Meals and Mileage

Regular Working Day	MEAL ALLOWANCES			
	Breakfast	Lunch	Supper	Per Diem
South of 53	\$6.85	\$8.85	\$15.70	\$31.40
	MILEAGE RATES			
	South of 53	North of 53		
up to 12,000 km	40.0	44.3		
over 12,000 km	32.3	35.5		

Manitoba will reimburse expenditures that are reasonable and directly related to the Services. The Contractor will be required to provide additional documentation to support the travel and expense claim.

Proponents Should indicate their agreement to reimbursement in accordance with Manitoba Treasury Board approved expense reimbursement rates (if charges apply and are not already included in the rates above)

Yes No

If No, please indicate applicable reimbursement structure. _____

Travel Related Expenses (within Manitoba) (as applicable)

It is anticipated that travel within Manitoba will be required from time to time to perform the required Services. Proponents **Must** indicate any expense costs/fees that would pertain to any required Travel such as mileage expenses, accommodations or indicate “not applicable” if charges are already included in the quoted pricing above.

SPECIFY APPLICABLE TRAVEL RELATED EXPENSES “IN PROVINCE” (as applicable)

ie. Mileage, accommodations
Proponents may include associated costs in the tables above rather than in this section, if preferred.

Submitted by: _____
(Proponent Name)

Travel Related Expenses (outside of Manitoba) (if any, as applicable)

If the Proponent is not based in Manitoba or is proposing a Subcontractor who is not located in Manitoba, the Proponent **Must** indicate any expense costs/fees that would pertain to the Services such as Travel / airfare expenses to travel to Manitoba or indicate “not applicable” if charges are already included in the pricing quoted above (refer to the Table below).

Ideally, there should be no additional costs associated with travel to Manitoba to conduct the Services and any such expenses should be included in the fixed rates quoted above.

The cost of the travel **shall** be included in the **maximum budget** stated above. Preference will be given to a Proposal that includes all travel expenses in the pricing provided above.

SPECIFY APPLICABLE TRAVEL RELATED EXPENSES (if any)

le. Airfare, accommodations
Proponents may include associated costs in the tables above rather than in this section, if preferred.

Failure to indicate any additional costs related to expenses will be deemed to be included in the overall cost of the Proposal.

CHARGEABLE EXPENSES – OTHER (if any, as applicable)

It is the expectation that the flat rate fee noted above is an all inclusive cost with all other expenses that may be incurred such as photocopies, couriers etc. If the hourly rates noted above are not all inclusive and extra charges are applicable, the Proponent **must** indicate the chargeable expenses (excluding travel as noted above).

The cost of any chargeable expenses **shall** be included in the **maximum budget** stated above. Preference will be given to a Proposal that includes all expenses in the flat fee hourly rate provided above.

SPECIFY ADDITIONAL CHARGEABLE EXPENSES (if any)

le. photocopies
Proponents may include associated costs in the tables above rather than in this section, if preferred.

Failure to indicate any additional costs related to expenses will be deemed to be included in the overall cost of the Proposal.

ATTACHMENT "1" – RFP REQUEST AND ACKNOWLEDGEMENT FORM

In order to receive any additional information regarding this RFP, complete and return this page by email or fax to the Administrator identified in Section D2.0 as noted below.

Only those Proponents who have submitted the form will receive the subsequent information issued on this RFP (ie. Addendums).

RFP Number: **HYLS-16-01-2012 – Knowledge Exchange Expert**

Proponent Name: _____

Address: _____

Contact Person: _____

Title: _____

Telephone No.: _____

Fax No.: _____

Email Address _____

We have received a copy of the above noted RFP and request that any additional information of this RFP be forwarded by email to the above contact person.

Submitted by:

Name: _____

Title: _____

Signature (if faxed): _____

Date _____

Return form to Manitoba Government: as follows:

Manitoba Infrastructure and Transportation Procurement Services Branch 2nd Floor, 270 Osborne Street North Winnipeg, MB R3C 1V7 Attention: Karen Komonko Fax: (204) 945-1455 Email: Karen.Komonko@gov.mb.ca
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ATTACHMENT “2”- SYSTEMS EVALUATION FRAMEWORK

This Attachment is intended to provide Proponents with an overview of the existing draft evaluation framework for the DTFP Systems Project. The final framework is currently under development.

This is a representation only and is intended to provide additional background and understanding of the framework and may be useful to Proponents when preparing their responses.

Systems Evaluation Plan

The Project to Be Evaluated

The Addictions Management Unit of Manitoba Healthy Living, Youth & Seniors (the Department) is undertaking a project to strengthen the addiction treatment system in Manitoba, by developing and delivering a standardized treatment system based on and sustained by evidence-informed practice and performance measurement. The project is expected to accomplish this by meeting the following three primary objectives, all of which fall within the three Investment Areas for the Drug Treatment Funding Program of Health Canada. The three objectives are to:

1. **Develop and implement a standardized and centralized intake and assessment process**

The Department will develop a standardized and centralized intake process for provincially-funded addictions agencies. Once implemented, a standardized and centralized assessment process will streamline¹ the intake to service a client and will offer consistent information to providers and clients across the province.

2. **Develop the mechanisms and structures to support and sustain evidence-informed practice and knowledge exchange**

To ensure that knowledge is effectively and efficiently moved into action, the following structures will be built/established: (i) Knowledge Exchange coordinators will be responsible for development teams across the province to provide information on best and promising practices to facilitators at the local level, who can then share these with counsellors and addictions workers in their Health Authority, (ii) an interactive web-site will be developed to provide information about Best Practices to staff of the various addictions agencies, and (iii) a provincial symposium will be organized to bring together participants from across the system to engage in discussion and learning.

3. **Develop and implement a common evaluation and performance measurement process**

Common measures, indicators, standards, tracking mechanisms as well as collection, analysis, and dissemination tools will be developed in collaboration with those stakeholders who will be impacted by the process.

These three tracks or initiatives are interlinked.

The project is to be completed March 2013.

¹ The term “streamline”, as used here and throughout this document, refers to the elimination of unnecessary duplication (repeats of information-gathering) in the intake and assessment process across addiction service agencies.

Evaluation Objectives

Two evaluations will be undertaken for this project over the course of the project's timeframe; that is, over the next three fiscal years, as follows:

- An **interim evaluation** (*process evaluation*) will be carried out approximately one year into the project (delivery of interim evaluation around June 2011).
- A **final evaluation** (outcome evaluation) near the conclusion of the project (delivery of final evaluation around August 2012).

The *interim evaluation* will be undertaken to determine whether the revised intake and assessment processes, mechanisms, and structures to support/sustain evidence-informed practice, and a common evaluation and performance measurement protocol and process are being implemented as planned, and the initial staff and agency reactions to these processes. This evaluation will assess deliverables/outputs implementation progress made to date, and help identify any "course adjustments" that need to be made to the project work plan and allocations of project resources.

The *final evaluation* of the project will focus on the immediate and intermediate outcomes. It will help determine whether intake steps to addiction treatment services have been streamlined (improved) through the standardized and centralized intake and assessment process, whether addictions workers in the various regions feel they have improved access to best practice knowledge and are able to use this knowledge in their daily work, and whether various agencies within the addiction treatment system and the funding body (i.e. Manitoba Healthy Living, Youth & Seniors) are satisfied that the new evaluation and performance measurement process meets their needs. It will be undertaken to help determine project implementation (treatment system) effectiveness at or around the August 2012 timeframe, and will help identify risks or other matters related to program improvement and sustainability that will require attention going forward.

Project Description

Rationale/Theory of Change²

Outlined in the Drug Treatment Funding Program (DTFP) *Strengthening Treatment Systems Proposal*, submitted to Health Canada by the then Manitoba Health and Healthy Living's Mental Health and Addictions Branch in 2008/2009, are the following set of project context/rationale statements:

The current addictions system in Manitoba can be characterized as a system poised for change. It is widely recognized within the system itself and particularly with client stakeholders that broad system changes are necessary if addictions services are going to effectively meet the needs of citizens in the future. The current system is fragmented, confusing for clients to navigate and difficult for service providers and policy makers to work in and manage.

² Page references made in this Chapter reference text extracted from the *Strengthening Treatment Systems Proposal*, submitted to Health Canada by the then Manitoba Health and Healthy Living's Mental Health and Addictions Branch in 2008/2009.

Connecting addictions services and organizations into a coordinated comprehensive system of services is Manitoba's greatest challenge.

The Situational Analysis in the proposal points out that "until very recently in Manitoba, addictions services had primarily functioned as discreet entities; with little formal communication or system supports to link them together". Not until 2004 was an Addictions Agencies Network formed to bring representatives from various agencies (primarily provincially-funded) together for the purpose of networking, discussing issues of common interest and concern, and policy planning and input.

The Addictions Agency Network functions as a "network" of persons representing organizations with common interests --- it does not operate as a "system". The twelve addictions provincially-funded agencies (11 through Service Purchase Agreements and one through global funding) are mostly grassroots in origin and "vary in mandate, philosophy and size". Although agencies funded at the Provincial level are funded to provide services to individuals and families from across the province, all provincially-funded agencies are based in Winnipeg. The Addictions Foundation of Manitoba is the only provincially-funded agency with offices in other regions of the province. In addition, there are three addictions agencies/programs funded by Regional Health Authorities and one addiction service (medical detoxification) run by a Regional Health Authority.

The project is being undertaken to:

1. Help Implement Evidence-Informed Practice (through a standardized and centralized intake and assessment process)

In Manitoba's current treatment system environment, there lacks validated tools and processes that "knit" the various agencies and support structures within the addiction treatment system together. Agencies often function more like separate entities than part of a service continuum. This is most evident with the Intake and Assessment process. Each agency has their own approach and carries out an intake and assessment for each client who enters their service, regardless of where the client entered the system. Clients routinely go through multiple, repetitive intakes and assessments. This is one area where a standardized and centralized process, based on evidence-informed practice, could simultaneously raise overall system performance while providing experience working together to implement evidence-informed practice in a cohesive way.

As a result of implementing a centralized intake and assessment process, the intake and assessment process is standardized. Unnecessary duplication of the intake and assessment process across agencies should be eliminated.

2. Improve Linkage and Exchange

There are presently no forums for horizontal and vertical knowledge exchange within the addictions system and with mental health and other service providers that will support building the necessary will, understanding, and commitment to change system structures and processes. There is also a need for system leaders to be engaging with one another in formal processes to create and manage system changes, including Manitoba's five-point Strategic Plan, DTFP system changes, and ongoing Co-Occurring Disorders Initiative implementation. The forums for meeting, for developing an understanding of each others' current processes, and for creating and problem-solving together are necessary next steps in the evolution of a Comprehensive, Continuous Integrated System of Care (CCISC).

More specifically, there is presently limited use of electronic media as a mechanism for knowledge exchange and linkage. There is no collaborative system strategy for maximizing the creative use of such information technologies as interactive web-sites for information dissemination, training, treatment support for clients, and so on. Interactive web-based tools and content can provide convenient and cost-effective access to relevant information and knowledge-building opportunities.

In addition, there are no conferences/symposiums planned for specialized addictions services. These types of venues are notably effective in providing knowledge exchange and linkage opportunities. They also serve as generators of whole system energy and focus.

Implementing an integrated knowledge exchange process can act as the glue that holds the system together, providing an on-going venue for researching and using evidence-informed practice .

As a result of implementing an integrated knowledge exchange process, including a web site and holding a provincial best practices symposium, there should be increased access to best practice knowledge, increased knowledge of best practices, and increased opportunities to share and widely disseminate the knowledge.

3. Strengthen Evaluation and Performance Measurement

As pointed out in the project proposal's situational analysis, current mechanisms do not adequately provide the information required for timely, informed decision-making to stakeholders across the system. The focus of performance measurement has primarily been on the standard accountability processes within government. Agencies submit monthly financial statements, an annual audited financial report, and an annual report. Monthly statistics, describing for the most part outputs, such as number of clients served, number referred, etc., are also collected. Agency audits are ad hoc and usually only occur when a problem is suspected.

Not all agencies report the same things in the same way and there are also information gaps in the reporting. Agencies also collect their own data and there is no standardized framework to guide this, limited common data elements, and little ability to make this data useable for broader purposes. Client outcome data is sparse and there is little ability to collect this information. Without agreements for managing service continuity, there is no ability to track client outcomes when they use multiple services and different re-entry points.

No provincial framework exists that determines what system and service delivery elements will be measured, what the indicators are, how the information will be tracked, collected, analyzed, reported, and disseminated. There is also no enabling information technology infrastructure in place.

Prevalence data was collected every three years through a school youth survey. Nothing of an on-going nature is collected for adults and non-school involved youth. System and service delivery assessments have typically been conducted when a new agenda is being set. A common framework or methodology has not been applied to these.

A framework and process for performance measurement, together with standardized measures and indicators, will be established across the system making much of the data collected useable for comparing performance across services and/or for tracking trends.

Implementing a provincial performance measurement framework and process should improve the ability to measure performance, increase performance measurement overall across the system, and improve outcome measurement reporting from all agencies. This increased capability in performance measurement should result in an increased capacity to evaluate the addiction treatment system's performance.

Addressing the gaps as described above will support strengthening the use of evidence-informed practice across the addiction treatment system.

Evaluation Issues and Questions

As mentioned under Evaluation Objectives, two evaluations will be undertaken for this project. The *interim evaluation*, to be carried out in the June 2011 timeframe, will focus on process and help determine whether changes to strengthen the addiction treatment system in Manitoba are being implemented as planned. The *final evaluation* of the project, to be carried out around the August 2012 timeframe, will focus on the immediate and intermediate outcomes.

The evaluation issues and questions that the project will address are listed in the tables below. The first table represents the evaluation issues/questions for the interim (process) evaluation, and the second table highlights the issues/questions for the final (outcomes) evaluation.

Table 1 --- Interim Evaluation Issues and Questions

Evaluation Issue	Evaluation Questions
Implementation Process	<ul style="list-style-type: none"> • Was the project implemented as intended? Were the expected activities undertaken and outputs delivered? <i>With respect to the evidence-based practice component:</i> <ul style="list-style-type: none"> ○ Were new tools for standardized intake and assessment developed and “validated”? ○ To what extent was the content of the new tools founded on best practices? ○ Has a centralized intake business plan been created? ○ Was a pilot conducted to evaluate the new tools and model for intake and assessment? What were the findings? What adjustments were made to the tools and model? ○ Was an education plan for intake and assessment tools and processes developed? Were findings of the pilot used in developing the education plan? ○ Was the education delivered to the intended (targeted) audiences (i.e., agencies' intake staff)? What was the level of attendance/participation? <p><i>With respect to the linkage and exchange component:</i></p>

Evaluation Issue	Evaluation Questions
	<ul style="list-style-type: none"> ○ Have regional best practice coordinators been established across the province? ○ Have regional and provincial knowledge exchange teams been established? ○ Has criteria been defined for determining and ranking provincial priorities for knowledge exchange? ○ Have the provincial priorities for knowledge exchange been determined? ○ Is the website “up and running”? ○ Has the provincial symposium been held? With targeted participants? <p><i>With respect to the evaluation and performance measurement component:</i></p> <ul style="list-style-type: none"> ○ Has a provincial framework for performance measurement been established? ○ Has a common evaluation plan and accompanying processes been developed? ○ Has this plan, and its accompanying processes, been effectively communicated to addictions’ agencies? What has been the feedback to date? <ul style="list-style-type: none"> • What course corrections have been made, why, and what is the impact on the project’s ability to reach its expected outcomes?
Challenges and Areas for Improvement	<ul style="list-style-type: none"> • What challenges (including unintended happenings/results) were encountered and how were they addressed? • What worked particularly well? • What could have been improved?
Lessons Learned	<ul style="list-style-type: none"> • What are the key lessons from this project so far?
Progress towards expected outcomes	<ul style="list-style-type: none"> • To what extent was progress made toward the project’s expected outcomes? What progress has been made so far/to-date: <ul style="list-style-type: none"> ○ Towards agencies’ staff implementing the standardized and centralized intake and assessment tools and process? ○ In streamlining access to intake and assessment services (i.e., eliminating unnecessary duplication in the intake and assessment process across agencies)? ○ In ensuring increased access to best practice knowledge? ○ In increasing opportunities to share knowledge? ○ In having an improved ability to measure performance?

Evaluation Issue	Evaluation Questions
Recommendations	<ul style="list-style-type: none"> • What changes are recommended to help ensure the project reaches its expected outcomes?

For the Interim Evaluation, for a more comprehensive assessment of the mid-term progress on this project, a number of additional questions will need to be included as part of the Evaluator’s Interview Guide, and addressed during the evaluation. These can be found in (Table 3) at the end of this document.

Table 2 --- Final Evaluation Issues and Questions

Evaluation Issue	Evaluation Questions
Project Success in Reaching Expected Outcomes	<ul style="list-style-type: none"> • To what extent was progress made toward the project's expected outcomes (immediate, and intermediate)? <ul style="list-style-type: none"> ○ To what extent are addictions agencies' staff using the standardized and centralized intake and assessment tools and following the prescribed processes? ○ What is the agencies' perception on their capacity to deliver services using the standardized and centralized intake and assessment tools and processes? ○ Are clients experiencing a more efficient (streamlined/less duplication) access to services through the standardized and centralized intake and assessment process? ○ Is there an increased access to best practices knowledge? ○ Is best practice knowledge being widely disseminated? ○ To what extent has there been an increased knowledge of best practices among stakeholders? ○ Is the new performance measurement framework being applied pro-actively across all agencies? ○ Has performance measurement increased across all agencies? ○ Has performance measurement reporting from agencies become regular/consistent?
Unintended Impacts or Outcomes	<ul style="list-style-type: none"> • Were there any unintended impacts or outcomes? • Were there unintended partnerships or other forms of collaborations that developed? • Were there unintended benefits derived?

Evaluation Issue	Evaluation Questions
Sustainability	<ul style="list-style-type: none"> • To what extent are the project's deliverables and outcomes sustainable in the long run? (i.e., Is there a sustainability plan in place? Have the new systems and processes been integrated into other existing programs? Have new funding sources been secured?)
Lessons Learned	<ul style="list-style-type: none"> • What are the key lessons from this project? • Were there any barriers/obstacles or other challenges encountered to achieving the desired outcomes? How were these overcome? • Were there any events/activities that took place that were more successful than others? If so, what were they, and why were they more successful? • Have any innovative practice approaches evolved (been derived) from the project (new tools, methods, processes)? • What are implications for future work on service improvement?
Contributions to DTFP Outcomes	<ul style="list-style-type: none"> • What are the project's key contributions to treatment systems improvement? • What are the projects' key contributions to the DTFP Outcomes? <ul style="list-style-type: none"> ○ What is the level of enhanced commitment to work/adapt to the new intake and assessment processes, knowledge exchange, and performance measurement/evaluation to effect positive systems change in addictions treatment across agencies? ○ What is the extent of increased access to evidence-informed practice? ○ What is the extent of increased capacity to evaluate substance abuse treatment system's performance?
Cost-effectiveness/Value for Money	<ul style="list-style-type: none"> • To what extent has the project provided good value for DTFP \$'s invested? <ul style="list-style-type: none"> ○ Has there been an efficiency improvement in intake process, e.g. a reduction in duplication, staffing efficiencies, space efficiencies?
Recommendations	<ul style="list-style-type: none"> • What recommendations flow from this project?

For the Final Evaluation, a number of additional questions will need to be included as part of the Evaluator's Interview Guide, and addressed during the evaluation. These can be found in (Table 4) at the end of this document.

Baseline Information

The following data sources will be used to provide baseline information for this project:

1. Situational analysis (description of the current environment) submitted with the Proposal.
2. Current intake and assessment tools being used by addiction agencies.
3. Best practice literature on intake and assessment tools.
4. Listing of target addictions services agencies, for this project.
5. Listing of addiction agency staff to receive training.
6. Statistics on numbers of clients currently seen by addiction services agencies, by frequency (time period).
7. List of regional and provincial (staff) candidates to “recruit” for knowledge exchange teams.
8. Five-point Addictions Strategy.
9. Samples of current agency intake and assessment reporting.
10. Current wait list tracking forms submitted by addiction agencies, and current interpretation of wait-list tracking form headings by agency staff.
11. Survey of agency staff to help identify practices presently being followed in intake, assessment, and treatment.
12. Best practice documentation on intake and assessment tools.
13. Best Practice documentation on addiction treatment, addiction knowledge priorities and knowledge exchange.

Data Collection Methods, Sources and Analysis

The data collection methods that will be used during this evaluation will include:

- Stakeholder (key informant) interviews and debriefings/consultations.
- Stakeholder (service provider and client) surveys.

In addition to baseline data sources indicated earlier, other sources of data for this evaluation will include:

- Staffing records.
- Project files and documentation, including the project Work Plan.
- Developed education plan and materials.
- Data collected by trainer in delivery of education plan (e.g., number and type of participants attending training).
- Developed intake and assessment tools implementation (deployment) plan.
- Surveys of agencies.

- Surveys of clients.
- Intake and assessment forms completed by agencies using new, standardized tools.
- Membership lists for regional and provincial knowledge exchange teams.
- Reports from regional knowledge exchange coordinators and knowledge exchange teams.
- Records of meetings.
- Training attendance records.
- Website implementation plan.
- Website utilization statistics.
- Symposium attendance records.
- Service purchase agreements.
- Funding letters.
- Information sharing agreements among agencies.
- Verbal reports.
- Information sharing agreements among agencies.
- Reports and utilization plans from each agency.
- Sustainability Plan.

The following will comprise the analysis that will be applied to information collected:

- A review and analysis of the contents of project files and documents, such as terms of reference, minutes/records of meetings held, communications exchanged, decisions reached, agreements being negotiated or entered into with service agencies, project work plan, and implementation plan.
- Comparisons of produced documented deliverables against existing standards and best practice literature.
- Review and analysis of information collected through training attendance reports, staffing records, website utilization reports, agency reports, and project team and consultant reports.
- Comparisons of project activities' timing against schedule in project work plan.
- A random "audit" of intake and assessment processes used by agencies.
- An analysis of survey results.

Ethics

All activities related to this project and its evaluations will comply with the:

1. Manitoba's Personal Health Information Act (PHIA), which recognizes that personal health information is private and should be held in confidence by those who maintain it and have authorized access to it.
2. Manitoba's Freedom of Information and Protection of Privacy Act (FIPPA), which provides a process for making records of public institutions available to members of the public (with some exclusions/exemptions), and which, concurrently, provides for the protection of the privacy of individuals.
3. Ownership, Control, Access and Possession (OCAP) Principles sanctioned by the First Nations Information Governance Committee.

Consent forms will be used for all surveys (and other forms of data collection) conducted during the evaluations of this project and involving clients of addiction agencies.

Limitations

At this time, there are no foreseen limitations anticipated to the evaluation process, other than the possibility that agency databases may not be sufficiently complete to fulfill baseline data requirements.

Evaluation Work Plan and Schedule

A preliminary work plan and schedule for the evaluation activities and reporting is shown below.

Activity
Confirm Evaluation Plan
Establish Evaluation Committee
Contract External Evaluator
Assign Evaluation Support Resources
Finalize Evaluation Design
Develop Evaluation Communication Strategy
Identify Evaluation Risks and Develop Risk Mitigation Plan
Design Information-Gathering Forms and Reports
Confirm List of Individuals/Groups to Be Interviewed/Surveyed
Meet with Evaluation Committee to Approve Evaluation Work Plan, Design, Information-Gathering Instruments, Communication Strategy and Risk Mitigation Plan
Collect Baseline Information
Collect Information from Reports and Forms (Information-Gathering Instruments)
Conduct Interviews/Surveys
Review Information Sets (Data Sources)
Apply Information Collected from Data Sources Against Performance Indicators
Identify Gaps in Data
Develop and Implement (Carry-Out) Strategy to Address Data Gaps
Meet with Evaluation Committee to Review Evaluation Progress
Analyze Data and Other Findings
Prepare and Submit Draft Evaluation Report
Meet with Evaluation Committee
Receive Feedback/Comments on Draft Evaluation Report
Revise Evaluation Report
Submit Final Report

Additional Questions for Evaluation, To Be Incorporated As Part of Evaluation Interview Guide

Table 3 --- Additional Questions to Be Addressed During the Interim (Process) Evaluation

<p><i>With respect to the evidence-based practice component:</i></p> <ul style="list-style-type: none"> ○ Has the Consultant been hired to undertake the review and development of intake and assessment tools and models? Was the hiring done on a timely basis (according to Project Work Plan)? ○ To what extent, how, and by whom were the current tools and models for intake and assessment reviewed? ○ Has a literature review been undertaken of intake and assessment tools and models? ○ What level of communications (communication type, frequency, and to whom) has taken place with stakeholders (agencies)? How effective has the communications been? What feedback

has been received from agencies concerning the standardized and centralized intake and assessment tools and processes?

- Has the feedback been applied to further modify the intake tools and assessment processes, as appropriate?
- Were new collaborations (e.g. new ways of existing agencies working together) developed in the course of introducing the standardized and centralized intake and assessment tools and processes? What is the state of development/working relationships between these agencies/what is the level of their participation? Were any agreements (including information-sharing agreements) formally entered into between the agencies? Is the state of collaboration development in-line with expectations?
- What process is being used to track the awareness and use of the standardized and centralized intake tools and processes?
- What progress has been made to-date toward reducing duplication in intake and assessment processes across agencies?

With respect to the linkage and exchange component:

- Have regional coordinators been hired on a timely basis and oriented to their roles and responsibilities? Are their roles and responsibilities clearly articulated?
- Have the terms of reference for provincial and regional knowledge exchange teams been developed?
- Have regional and provincial knowledge exchange teams been trained in their roles? Are their roles and responsibilities clearly articulated?
- Has a mechanism been established for knowledge team reporting of activities?
- Is there evidence of contribution and involvement of Knowledge Exchange Teams in symposium planning?
- Is the website is operational, and "how much" is it being accessed?

With respect to the evaluation and performance measurement component:

- Is the performance measurement framework in place and being used by addictions agencies?
- Are performance indicators in the performance measurement framework aligned with the General Service Expectations and funding requirements (from SPAs)?
- Is there evidence of departmental requirements for summary statistical reports and utilization plan?

With respect to the project overall:

- Are project expenses tracking to budget?
- To what extent are the project's governance structure and collaborations/agreements with agencies contributing to expected project outputs and outcomes?
- Were there any unexpected benefits derived so far from the activities of this project?
- To what extent has consideration been given to sustainability (sustainability planning) of implemented services?
- To what extent are the implementation activities that have been undertaken sustainable (e.g., able to carry on through integration into existing programs and services, adoption by agencies), in the long term?

Table 4 --- Additional Questions to Be Addressed During the Final Evaluation

- What process is being used to track the awareness and use of the standardized and centralized intake tools and process?
- To what extent has unnecessary duplication in intake and assessment processes across agencies been eliminated?
- Are clients experiencing shorter wait times for accessing addictions treatment services?
- To what extent is the website being used?
- What increased and/or strengthened collaborations have occurred as a result of the project?
- To what extent has the introduction of standardized and centralized intake and assessment tools and processes aligned with agencies operating activities and processes? Has this alignment had other positive/adverse impacts on the other roles/services of these locations?
- Has the project resulted in changes to the ways agencies “carry on business”? (e.g., Did the project produce increased organizational/workforce capacity?)

APPENDIX "B"- ABORIGINAL BUSINESS SUBCONTRACING FORM

RFP FOR:		RFP/Solicitation #:		
PROPONENT'S NAME: <i>(Name of Proponent submitting Proposal to Manitoba)</i>				
Failure to submit the Form with your Proposal shall result in a score of "0" for Aboriginal Business Participation. Inaccurate completion of the Form Shall result in a reduced score under for Aboriginal Business Participation.				
Aboriginal Business Name	Prime or Subcontractor (P / S)	Description of Goods / Services to be Provided	Aboriginal % of Total Work for This Item	Estimated Aboriginal Value (\$)
Note: If Aboriginal Joint Venture or Partnership arrangements are proposed, only the portion of work being conducted by the Aboriginal Business should be included on the form and will qualify for evaluation of the API initiative.			Total	_____ % \$ _____



APPENDIX "C" ABORIGINAL BUSINESS CERTIFICATION FORM

RFP FOR:	RFP / Solicitation #:
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Proponents **Must** submit this form for each Aboriginal Business (Prime Contractor, Subcontractor) identified in the Proposal. Previous registration in the Aboriginal Business Directory does not constitute Certification for the purposes of this RFP. **Failure to submit the Form with your Proposal or accurately complete shall result in a reduced score for Aboriginal Business Participation.**

Certification is for (*check applicable box*): Prime Contractor or Subcontractor

Name of Business: _____

Mailing Address of Business: _____

Street Address of Business: _____

City, Province: _____

Telephone / Fax: _____

Please check the applicable boxes below:

This is an Aboriginal business that is at least 51% Aboriginal owned and controlled which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit

or This is a joint venture between two or more Aboriginal businesses or a non-Aboriginal business and an Aboriginal business that is 51% Aboriginal owned and controlled

This business has 6 or more full-time employees and at least $\frac{1}{3}$ of them are Aboriginal people

or This business has fewer than 6 full time employees

Authorized representative of Aboriginal Business:

Printed name

Signature

Date

APPENDIX "D" - PROTECTION OF PERSONAL INFORMATION

This is Schedule "C" to the Agreement for Services between the Government of Manitoba and _____ (the "Contractor"), dated, _____.

Definition of personal information

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in The Freedom of Information and Protection of Privacy Act of Manitoba (C.C.S.M. c. F175), and includes:

- a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- b) personal health information about an identifiable individual as defined in The Personal Health Information Act of Manitoba (C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- a) apply to all personal information received, collected or otherwise acquired by the Contractor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by the Contractor

1.03 The Contractor recognizes that, in the course of carrying out its obligations under this Agreement, the Contractor may receive personal information from Manitoba and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.

1.04 Where the Contractor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Contractor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Contractor's obligations under this Agreement.

1.05 Where the Contractor collects or acquires personal information directly from the individual it is about, the Contractor shall ensure that the individual is informed of:

- a) the purpose for which the personal information is collected;

- b) how the information is to be used and disclosed;
- c) who in the Contractor's organization can answer questions the individual may have about his or her personal information; and
- d) his or her right of access to the information, as set out in the Contractor's policies under subsection 1.06 of this Schedule.

Access to personal information by the individual it is about

1.06 The Contractor shall establish a written policy, acceptable to Manitoba providing individuals whose personal information is received, collected or acquired by the Contractor under this Agreement with:

- a) a right to examine personal information about themselves which is maintained by the Contractor, subject only to specific and limited exceptions; and
- b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Contractor

- 1.07
- a) The Contractor shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Contractor's obligations under this Agreement and not for any other purpose.
 - b) The personal information shall be used solely by Contractor personally, or (where the Contractor is a corporation, business, organization or other entity) by the officers and employees of the Contractor, except as otherwise specifically permitted by Manitoba in writing.
 - c) The Contractor shall:
 - i) limit access to and use of the personal information to those of the Contractor's officers and employees who need to know the information to carry out the obligations of the Contractor under this Agreement,
 - ii) ensure that every use of and access to the personal information by the Contractor and by the authorized officers and employees of the Contractor is limited to the minimum amount necessary to carry out the obligations of the Contractor under this Agreement,
 - iii) ensure that each officer and employee of the Contractor who has

access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and

- iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba (Schedule "D" herein), that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Contractor's security policies and procedures and is aware of the consequences of breaching any of them.

1.08 The Contractor shall ensure that:

- a) no person can make unauthorized copies of the personal information;
- b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and
- c) no person can modify or alter the personal information in a manner which is not authorized.

1.09 The Contractor shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Contractor under this Agreement.

Restrictions respecting disclosure of personal information by the Contractor

1.10 The Contractor shall not give access to, reveal, disclose or publish, and shall not permit anyone to give access to, reveal, disclose or publish, the personal information to any person, corporation, business, organization or entity outside the Contractor's organization, except as follows:

- a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
- b) to the individual the personal information is about, upon satisfactory proof of identity;
- c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Contractor is of the opinion the disclosure would not be an unreasonable

invasion of the child's privacy;

- e) where disclosure is required or authorized by legislation;
- f) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
- g) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

1.11 Without limiting subsection 1.11 of this Schedule, the Contractor shall not:

- a) sell or disclose the personal information, or any part of the personal information, for consideration; or
- b) exchange the personal information for any goods, services or benefit; or
- c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall not permit any of these activities to take place.

Protection of the personal information by the Contractor

1.12 The Contractor shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.

1.13 Without limiting subsection 1.12 of this Schedule:

- a) where personal information is in paper form, on diskette or other removable media, the Contractor shall ensure that:
 - i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards;

- ii) the personal information is accessible only to those of the Contractor's officers and employees who need to know the personal information to carry out the obligations of the Contractor under this Agreement, and
 - iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
- b) where personal information is stored in electronic format, the Contractor shall:
 - i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Contractor who need to know the personal information to carry out the obligations of the Contractor under this Agreement,
 - ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access, and
 - iii) limit access to and use of these passwords to those of the Contractor's officers and employees who need to know the personal information to carry out the obligations of the Contractor under this Agreement.

1.14 When disposing of any paper records and media containing a record of the personal information, the Contractor shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.

1.15 The Contractor shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:

- a) provisions for identifying and recording security breaches and attempted security breaches; and
- b) corrective procedures to address security breaches.

1.16 The Contractor shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Contractor shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information

and shall notify Manitoba in writing of the steps taken.

- 1.17 The Contractor shall provide training for its officers and employees about the requirements of this Schedule and the Contractor's security policies and procedures.
- 1.18 The Contractor shall comply with any regulations made, policies issued and reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Contractor

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement, the Contractor shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspections by Manitoba

- 1.20 Manitoba and its representatives may carry out such inspections or investigations respecting the Contractor's information practices and security arrangements as Manitoba considers necessary to ensure the Contractor is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Contractor shall co-operate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Contractor's premises and to records and information relating to the Contractor's information practices and security arrangements or to this Schedule for these purposes.
- 1.21 If an inspection or investigation identifies deficiencies in the Contractor's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Contractor shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

Destruction of personal information on expiration or termination of Agreement

- 1.22 On expiration or termination of this Agreement for any reason, the Contractor shall, unless otherwise directed by Manitoba, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Statutory definitions of personal information and personal health information

1. **"personal information"** means recorded information about an identifiable individual, including
 - a) the individual's name,
 - b) the individual's home address, or home telephone, facsimile or e-mail number,
 - c) information about the individual's age, sex, sexual orientation, marital or family status,
 - d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - e) information about the individual's religion or creed, or religious belief, association or activity,
 - f) personal health information about the individual,
 - g) the individual's blood type, fingerprints or other hereditary characteristics,
 - h) information about the individual's political belief, association or activity,
 - i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - j) information about the individual's source of income or financial circumstances, activities or history,
 - k) information about the individual's criminal history, including regulatory offences,
 - l) the individual's own personal views or opinions, except if they are about another person,
 - m) the views or opinions expressed about the individual by another person, and
 - n) an identifying number, symbol or other particular assigned to the individual.

2. **"personal health information"** means recorded information about an identifiable individual that relates to
 - a) the individual's health, or health care history, including genetic information about the individual,
 - b) the provision of health care to the individual, or
 - c) payment for health care provided to the individual,and includes
 - d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
 - e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

3. **"health care"** means any care, service or procedure
 - a) provided to diagnose, treat or maintain an individual's health,
 - b) provided to prevent disease or injury or promote health, or
 - c) that affects the structure or a function of the body,and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

4. **"PHIN"** means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.

APPENDIX "E" - PLEDGE OF CONFIDENTIALITY

This is Schedule "D" to the Agreement for Services between the Government of Manitoba and _____ (the "Contractor"), dated, _____.

I UNDERSTAND THAT:

- (a) I may or will have access to personal health information for the purposes of carrying out the services under the Agreement.
- (b) "personal health information", for the purposes of the Agreement and this Pledge of Confidentiality, is defined in *The Personal Health Information Act* of Manitoba (definitions attached); and
- (c) I am bound by the requirements of the Agreement and by the policies and procedures established by Manitoba respecting the collection, use, disclosure, protection, alteration, retention and destruction of any personal health information to which I may have access in the course of carrying out the services under the Agreement.

I UNDERTAKE AND AGREE not to collect, use disclose, alter, retain or destroy personal health information except in accordance with the Agreement and any applicable policies and procedures of Manitoba.

I FURTHER UNDERTAKE AND AGREE THAT:

- 1 I will treat all personal health information to which I have access under the Agreement as strictly confidential and will use such personal health information solely for the purpose of carrying out the Agreement and for no other purpose;
- 2 I will limit my access to personal health information that I am authorized by Manitoba to use and that I need to know to carry out my obligations under the Agreement;
- 3 I will not retain or make unauthorized copies of any personal health information, in any form or medium;
- 4 I will not modify or alter any personal health information in any manner; and
- 5 I will not disclose any personal health information, in any form or medium, to any person, corporation, organization or entity, except as specifically authorized in writing under the Agreement.

I acknowledge that failure to comply with the undertakings in this Pledge of Confidentiality may result in my being prohibited from providing services under the Agreement or in other proceedings being taken against me.

DATED this ____ day of _____, 20__.

Name (Printed)

Name of Witness (Printed)

Signature

Request for Knowledge Exchange Expert for the
Drug Treatment Funding Program
RFP # HLYS-16-01-2012

Signature

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APPENDIX “F” - INFORMATION MANAGER’S AGREEMENT

This is Schedule “E” to the Agreement for Services between the Government of Manitoba and _____ Inc. (the “Information Manager” for the purposes of this Schedule “E”), dated the ____ day of _____, 20__.

Whereas Manitoba (“Manitoba”), as a trustee under The Personal Health Information Act, is authorized to collect personal health information for the purpose of conducting Evaluation Consulting Services, using data obtained from Manitoba databases, including _____;

And Whereas Manitoba and the Information Manager acknowledge that the information to be provided to the Information Manager pursuant to the Agreement is personal health information falling under *The Personal Health Information Act* of Manitoba and that:

- (a) Manitoba may disclose the personal health information to the Information Manager in order to conduct Evaluation Consulting Services under subsections 25(1) and (2) of the Act;
- (b) Manitoba and the Information Manager must enter into this Information Manager Agreement, which provides for the protection of the personal health information against such risks as unauthorized access, use, disclosure, alteration or destruction in accordance with the regulations under the Act (subsection 25(3) of the Act);
- (c) the Information Manager must comply with the same requirements concerning the protection, retention and destruction of personal information that Manitoba is required to comply with under the Act and with the duties imposed on the Information Manager under this Information Manager Agreement (subsection 25(4) of the Act); and
- (d) the Information Manager will be performing the Services and producing the Deliverables at a designated location at _____, in the City of Winnipeg, in the Province of Manitoba (the “Facility”).

Now therefore, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Manitoba and the Information Manager hereby agree as follows:

SECTION 1.0 – DEFINITIONS AND INTERPRETATION

1.01 In this Information Manager Agreement, the following definitions shall apply:

- (a) “Agreement” means the Services Agreement attached hereto and the Schedules listed in subsection 1(2) of that Agreement, including, without limitation, the provisions of this Information Manager Agreement;

- (b) “_____ Record” means all personal health information, in whatever form, provided by Manitoba to the Information Manager pursuant to the Agreement regarding a Patient’s _____ history, including, without limitation, _____;
- (c) “Information Manager” means the Information Manager identified in this Agreement and includes the directors, officers, employees and agents of the Information Manager, as applicable;
- (d) “Patient” means a patient who has a health condition for which a _____ Record was maintained;
- (e) “Personal Health Information” has the meaning given to that term in The Personal Health Information Act and includes, without limitation:
 - i. any information about an identifiable individual in a _____ Record;
 - ii. an individual’s name, gender, birth date, PHIN, hospital number, hospital chart number or any other identifying number, symbol or particular assigned to that individual;
 - iii. information respecting health care provided to a Patient;
 - iv. information regarding a Patient’s health or health care history;
 - v. any other information which, alone or in combination with other information, could lead to the identification of an individual;
- (f) “The Personal Health Information Act” or “Act” means The Personal Health Information Act of Manitoba, C.C.S.M.,c. P33.5, as amended from time to time;
- (g) “PHIN” means the personal health identification number assigned to an individual by the Minister of Health (Manitoba) to uniquely identify the individual for health care purposes; and
- (h) “Regulation” means the Personal Health Information Regulation (being Manitoba Regulation 245/97) under the Act, as amended or replaced from time to time.

1.02 The requirements and obligations in this Agreement respecting Personal Health Information:

- (a) apply to all Personal Health Information provided to or acquired by the Information Manager, in any form, medium or manner, in the course of, or incidental to, the performance of this Agreement;

(b) apply whether the Personal Health Information was provided or acquired before the commencement of this Agreement; and

(c) continue to apply after the termination or expiration of this Agreement.

SECTION 2.0 – PURPOSES OF THIS AGREEMENT

2.01 The purpose of this Information Manager Agreement is to set out the obligations of the Information Manager respecting the protection of Personal Health Information against such risks as unauthorized access, use, disclosure, alteration, retention or destruction, in accordance with the requirements of subsection 25(3) of *The Personal Health Information Act* and in the Regulation.

SECTION 3.0 – REPRESENTATIONS AND WARRANTIES

3.01 The Information Manager represents and warrants that the Information Manager is aware of and understands Manitoba's responsibilities as a trustee of Personal Health Information under The Personal Health Information Act and the Information Manager's own responsibilities as an information manager under the Act, and will be able to meet those responsibilities and the additional responsibilities set out in this Agreement.

3.02 Without limiting subsection 3.01, the Information Manager agrees to ensure that:

- a) where the Information Manager collects Personal Health Information, the Information Manager shall collect only as much Personal Health Information about an individual as is reasonably necessary to carry out the Information Manager's obligations under the Agreement;
- b) the Information Manager shall use the Personal Health Information only for the purpose of properly carrying out the Information Manager's obligations under the Agreement and not for any other purpose;
- c) the Information Manager shall limit access to and use of the Personal Health Information to those of the Information Manager's officers, employees and agents who need to know the information to carry out the Information Manager's obligations under the Agreement;
- d) the Information Manager shall limit the use of the Personal Health Information to the minimum amount necessary to carry out its obligations under the Agreement;
- e) the Information Manager shall ensure that no person can modify or alter the Personal Health Information, except in accordance with the Agreement;

- f) prior to disposing of any media containing a record of the Personal Health Information, that the Information Manager shall ensure that any Personal Health Information on it has been erased or destroyed;
- g) the Information Manager shall not link or match the Personal Health Information with any other Personal Health Information, except as required to carry out the purposes of the Agreement;
- h) the Information Manager shall not give access to or disclose, and shall not permit anyone to give access to or disclose, the Personal Health Information to any person, corporation, business, organization or entity other than Manitoba, except as follows:
 - i. to the employees of the Information Manager who are authorized to access the Personal Health Information under clause 3.02(c) of this Schedule;
 - ii. with the prior written permission of Manitoba;
 - iii. where required by legislation; or
 - iv. where required by an order of the court, person or body with jurisdiction to compel production of the Personal Health Information;
- i) the Information Manager shall not sell or disclose for consideration, and shall not permit to be sold or disclosed for consideration, any Personal Health Information;
- j) the Information Manager shall not use any Personal Health Information, or any other information provided under this Agreement, to contact, either directly or indirectly, any individual (including a Patient) for any purpose;
- k) the Information Manager shall provide the Services at the Facility using the workstation and peripheral equipment provided by Manitoba for that purpose. The Information Manager shall not use the workstation or peripheral equipment for any other purpose than for providing the Services;
- l) the Information Manager shall not download any Personal Health Information, except on the workstation and peripheral equipment provided by Manitoba. The Information Manager shall ensure that such Personal Health Information is at all times password protected or encrypted, shall provide the password to Manitoba and shall not disclose the password to any person, corporation, organization or entity, without the prior written permission of Manitoba;
- m) the Information Manager shall comply with any regulations made, policies issued or reasonable requirements established by Manitoba respecting the protection, retention or destruction of the Personal Health Information;

- n) the Information Manager shall provide training to its officers, employees and agents about the requirements contained in the Act and this Agreement respecting the protection of Personal Health Information;
- o) the Information Manager shall ensure that each director, officer, employee and agent who has access to the Personal Health Information signs a Pledge of Confidentiality in the form attached to the Agreement as Schedule "D";
- p) the Information Manager shall immediately upon becoming aware of any of the following, notify Manitoba in writing of:
 - i) any unauthorized use of, access to or disclosure of the Personal Health Information;
 - ii) any breach of any term or condition of this Agreement,

with full details of any unauthorized use, access, disclosure or breach. The Information Manager shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access or disclosure of the Personal Health Information, or remedy the breach, and shall notify Manitoba of the steps taken.

SECTION 4.0 – INSPECTIONS AND AUDITS

- 4.01 The Information Manager acknowledges and agrees that, for the purpose of The Personal Health Information Act and this Agreement, that Manitoba has custody and control of the _____ Records, of all Personal Health Information and of all related information provided to or acquired by the Information Manager under the Agreement.
- 4.02 Nothing in this Agreement confers on the Information Manager any title to or right or interest in any _____ Record, Personal Health Information or any other information provided to or acquired by the Information Manager, in any form, medium or manner, in the course of, or incidental to, the performance of this Agreement.
- 4.03 The Information Manager shall permit Manitoba and its representatives to examine the use of the workstation and peripheral equipment used by the Information Manager in providing the Services upon request, to ensure that the Personal Health Information is being used, protected, retained and destroyed in accordance with this Agreement and the requirements of The Freedom of Information and Protection of Privacy Act, The Personal Health Information Act and any regulations made under either of the said Acts in place from time to time."

- 4.04 Notwithstanding anything else herein contained, Manitoba reserves the right to refuse to provide any _____ Record or any Personal Health Information to the Information Manager.

SECTION 5.0 – DESTRUCTION OF PERSONAL HEALTH INFORMATION

- 5.01 On the expiration or termination of the Agreement, or where the Personal Health Information has been used for its intended purpose, the Information Manager shall immediately refrain from using the Personal Health Information and shall, as directed by Manitoba in writing:
- a) return to Manitoba the Personal Health Information, including all copies of the Personal Health Information, which has been collected by the Information Manager and to which the Information Manager has been given access to, or which has come into the possession of or under the control of the Information Manager, in the course of carrying out this Agreement;
 - b) destroy, in a manner approved by Manitoba, all such Personal Health Information, including all copies of the Personal Health Information, and provide written confirmation of such destruction in accordance with the form of the Certificate of Destruction of Information, as applicable; or
 - c) remove and destroy all personal identifiers and other information which could reasonably identify an individual from the information and provide written confirmation of such removal and destruction to Manitoba in accordance with the form of Certificate of Destruction of Information, as applicable.

SECTION 6.0 – INDEMNIFICATION

- 6.01 Notwithstanding anything else herein contained, the Information Manager shall be solely responsible for and shall save harmless and indemnify Manitoba, and its ministers, officers, employees and agents, from and against all claims, liabilities and demands or any kind with respect to injury to persons (including, without limitation, death), damage to property or infringement of rights (including, without limitation, privacy rights), caused by, or arising directly or indirectly from any unauthorized use of, access to or disclosure, alteration, retention or destruction of Personal Health Information resulting from any failure of the Information Manager to take reasonable care to protect Personal Health Information, whether or not the individual responsible for the unauthorized use of, access to or disclosure, alteration, retention or destruction was acting within the scope of his or her employment, agency or other relationship with the Information Manager.

APPENDIX “G” – SECURITY SAFEGUARDS AND MEASURES

This is Schedule “F” to the Agreement for Services between the Government of Manitoba and _____ (“the selected Proponent”) with an Effective Date of _____, 2012

This Schedule contains the requirements and obligations of the selected Proponent and of the selected Proponent’s Representatives to safeguard Manitoba’s assets and Confidential Information when not working on Manitoba’s premises.

For the purposes of this Schedule:

“Agreement” means the written contract entered into between the selected Proponent and Manitoba for the provision of Services.

“Confidential Information” includes personal information and personal health information as defined in the Agreement, along with any 3rd party proprietary information or any other information that Manitoba identifies as confidential in writing.

“Representatives” includes the selected Proponent’s directors, officers, employees, agents, business partners and subcontractors.

“Record” means a record of information in any form, and includes information that is written, photographed, recorded or stored in any manner, on any storage medium or by any means including by graphic, electronic or mechanical means, but does not include electronic software or any mechanism that produces records.

1. Technical Security

1.1. General System

The selected Proponent’s information and communications systems must include reasonable hardware, software and procedural security control measures, acceptable to Manitoba, acting reasonably, designed to prevent the following:

- (a) unauthorized access and systematic attempts to disrupt service;
- (b) unauthorized changes to software and hardware components;
- (c) propagation and execution of harmful code, including but not limited to computer viruses and worms; and
- (d) unauthorized access to and disclosure of Confidential Information.

1.2. Individual Workstations (including Laptops)

The selected Proponent’s Representatives must have installed and operational the following security controls on their personal workstations:

- (a) operating system and optional hard disk encryption password settings;
- (b) a password protected keyboard/screen lock that is automatically activated by a period of inactivity of no more than twenty (20) minutes;
- (c) encryption software acceptable to Manitoba capable of encrypting Confidential Information stored on the workstation; and

- (d) a personal firewall and anti-virus program, acceptable to Manitoba, if the workstation is directly connected to any Manitoba network, the internet or to any external wireless local area network.

1.3. Encryption of Confidential Information

The selected Proponent's Representatives must encrypt all Confidential Information when:

- (a) leaving the work area for the balance of the day;
- (b) the Confidential Information is in transit; and/or
- (c) the Confidential Information is being sent electronically (including, but not limited to, internet, email, FTP).

2. Physical Security

2.1. Offices and Work Areas

If the Agreement permits the selected Proponent or its Representatives to maintain Confidential Information on the selected Proponent's or its Representatives' premises, then at all times access to such premises must be controlled. In addition:

- (a) the individual in possession of the records must lock their office when they leave for the balance of the day; and
- (b) where the individual in possession of the records cannot lock their office, when leaving for the balance of the day they must:
 - (i.) activate the password protected keyboard/screen lock;
 - (ii.) lock all records of Confidential Information that are being left on the premises in a secure desk, filing cabinet or room to which only authorized Representatives have access; and lock up their laptop in a similar manner or secure to a fixed object with a cable lock.

3. Disposal of Records of Confidential Information

3.1. Once the records of Confidential Information have been used for the purpose described in the Agreement, or if requested by Manitoba or required by the Agreement, then the selected Proponent must immediately destroy any and all copies of the Confidential Information, in all forms and mediums, and must confirm in writing to Manitoba that such Confidential Information has been destroyed, provided that the foregoing does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of selected Proponent's information systems procedures, provided that selected Proponent shall make no further use of such copies.

3.2. Subject to Section 3.1, all records of Confidential Information must be destroyed in a manner that makes it impossible to read or reconstruct the information.

3.3. Paper Records

All paper records of Confidential Information must be shredded or otherwise destroyed in a manner acceptable to Manitoba. If the records are shredded, they must be cut in strips of one (1) centimeter wide or less, unless they are also cross-cut, re-shredded or mixed.

3.4. Electronic Records

All magnetic computer tapes, compact disks, diskettes, memory sticks, hard drives, and other forms of electronic media must be disposed of following practices consistent with the *Manitoba Government Electronic Media Disposal Standard*, a copy of which will be provided on request.

4. Disaster Recovery and Records Backup

4.1. Disaster Planning and Recovery

The selected Proponent must have disaster planning and recovery plans in place, acceptable to Manitoba, acting reasonably, that have been tested for viability and documented to protect records against loss where the selected Proponent is to be the sole possessor of such records or to maintain the official copy of such records as set forth in the Agreement.

4.2. Data Backup

Unless otherwise provided for in the Agreement, the selected Proponent must backup electronic records on a regular schedule, keeping the backup copies in a separate off-site storage area, which meets security, environmental and fire prevention and suppression standards acceptable to Manitoba.

5. Selected Proponent Policies and Procedures

5.1. Written Policies and Procedures

The selected Proponent must have written security policies and procedures acceptable to Manitoba.

5.2. Representatives Awareness

The selected Proponent must make its Representatives aware of its written security policies and procedures and the selected Proponent's obligations under this Schedule.

5.3. Breaches of Security

In addition to other requirements identified in this Schedule, the selected Proponent's security policies and procedures must include provisions to:

- (a) identify and record security breaches and attempted security breaches;
- (b) take corrective action to address security breaches and attempted security breaches;
and
- (c) notify Manitoba immediately, in writing, of any security breach or attempted security breach involving Manitoba's Confidential Information and identify what steps are being taken to prevent a recurrence.

6. Inspections or Investigations by Manitoba

6.1. Right to Carry out Inspections or Investigations

Upon reasonable advance written notice, Manitoba may, using either internal or external auditors, carry out inspections or investigations of the selected Proponent's and its Representative's security practices involving Manitoba's Confidential Information, as Manitoba considers necessary to ensure the adequate protection of the information.

6.2. Cooperation by the selected Proponent

The selected Proponent and its Representatives must cooperate in any inspection or investigation carried out by Manitoba. In addition, the selected Proponent and its Representatives must permit access, at all reasonable times, to their premises, records and information in order to carry out such inspections and investigations and to ensure compliance with this Schedule.

6.3. Correction of Deficiencies

If an inspection or investigation identifies deficiencies in the selected Proponent's or its Representative's security practices which expose Manitoba's Confidential Information to risk of unauthorized disclosure, the selected Proponent must take reasonable steps, acceptable to Manitoba, acting reasonably, to promptly correct the deficiencies.

APPENDIX "H" ABORIGINAL BUSINESS PARTICIPATION RECORD FORM (RFP)

This is Schedule "G" to the Agreement for _____ between the Government of Manitoba and _____ (the "Contractor"), dated _____.

RFP For:		RFP / Solicitation #:	
VENDOR / CONTRACTOR: <i>(Name of Vendor / Contractor awarded the contract by Manitoba)</i>			
Aboriginal Vendor <i>(name)</i>	Description of Work	% of the Total Work for This Item	Value (\$)
Total		_____ %	\$ _____

Authorized Representative Printed name

Signature

Date