CANADIAN PARTNERSHIP AGAINST CANCER | PARTENARIAT CANADIEN CONTRE LE CANCER

REQUEST FOR PROPOSALS (RFP)

For Patient Reported Outcomes (PROs) Evaluation and Early Integration of Palliative Care (EIPC)

RFP No. RP450-2020-01

ISSUE DATE:	Monday November 2nd, 2020
DEADLINE FOR PROPONENT ENQUIRIES	Tuesday November 17th, 2020, by 5:00pm ET (Toronto local time)
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Friday November 20th, 2020
PROPOSAL SUBMISSION DEADLINE	Friday November 27th, 2020 no later than 3:00pm ET (Toronto local time)
PROPONENT INTERVIEWS	Tuesday December 15th / Wednesday December 16th 2020

PROPONENT ENQUIRIES only by e-mail to:
procurement@partnershipagainstcancer.ca

****Proponents should reference this RFP number (RFP No. RP450-2020-01) in the subject line of their correspondence. ****

DISCLAIMER

The Partnership disclaims responsibility for all warranties and conditions with regard to electronic files and any contents thereof. The Partnership makes no guarantee or representation that electronic files are error-free, nor compatible with recipient's systems, nor free from viruses. The Partnership will not be held responsible for any problems or injuries that arise including, but not limited to, the reliability or safety, of the use of its electronic files, in whole or in part.

About the Canadian Partnership Against Cancer

As the steward of the Canadian Strategy for Cancer Control, the Partnership works with partners to reduce the burden of cancer on Canadians. Our partner network – cancer agencies, health system leaders and experts, and people affected by cancer – brings a wide variety of expertise to every aspect of our work. After 10 years of collaboration, we are accelerating work that improves the effectiveness and efficiency of the cancer control system, aligning shared priorities and mobilizing positive change across the cancer continuum. From 2017-2022, our work is organized under five themes in our Strategic Plan: quality, equity, seamless patient experience, maximize data impact, sustainable system. The Partnership continues to support the work of the collective cancer community in achieving our shared 30-year goals: a future in which fewer people get cancer, fewer die from cancer and those living with the disease have a better quality of life. The Partnership was created by the federal government in 2006 to move the Strategy into action and receives ongoing funding from Health Canada to continue leading the Strategy with partners from across Canada. Visit www.partnershipagainstcancer.ca.

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1.0 INSTRUCTION TO PROPONENTS

1.1 *Invitation to Proponents*

This Request for Proposals ("**RFP**") is an invitation to suppliers/vendors (the **"Proponents"**) to submit proposals (the **"Proposals"**) for the services and deliverables described in Schedule A (the **"Deliverables"**). This RFP is issued by the Canadian Partnership Against Cancer (the **"Partnership"**), a not-for-profit corporation funded by Health Canada.

1.2 *Enquiries*

Proponents should forward all enquiries and other communications, via e-mail only to:

procurement@partnershipagainstcancer.ca

All enquiries should be made via e-mail to the e-mail address above and enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by the Partnership will be disclosed to all Proponents by way of an Addendum.

All enquiries and communications should be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.

1.3 *Proposal Submission*

As part of its commitment to Equity, the Partnership encourages participation from all qualified suppliers/vendors including submissions from Indigenous-owned, women-owned, LGBTQ-owned, and minority-owned businesses.

Proponents should submit their Proposals in two separate parts. The financial part will contain the price portion of the Proposal using the Pricing Sheet, in Schedule C. The technical part of will contain the rest of the Proposal. Each part should be submitted in separate sealed electronic file in accordance with the instructions in this section.

Proponents must submit the Proposal in electronic copy in Microsoft Word format or portable document format (PDF), by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: procurement@partnershipagainstcancer.ca

Proposals submitted in any other manner will not be accepted.

It is the sole responsibility of the Proponent to ensure that its Proposal is received by the Partnership before the Proposal Submission Deadline.

1.4 *Amendment and Withdrawal of Proposal*

Proponents may amend their Proposals prior to the Proposal Submission Deadline by withdrawing a submitted Proposal and resubmitting the amended Proposal prior to the Proposal Submission Deadline.

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, the Proponent may withdraw its Proposal. To withdraw the Proposal, a notice of withdrawal signed by an authorized representative of the Proponent must be sent to:

procurement@partnershipagainstcancer.ca

The Partnership is under no obligation to return withdrawn Proposals.

1.5 *Agreement for Deliverables*

The selected Proponent will be invited to enter into an agreement (the "Agreement") with the Partnership for the provision of the Deliverables. The final terms of the Agreement may be negotiated with the selected Proponent. However, Proponents are advised that the Agreement is expected to include the terms and conditions set out in Schedule F to this RFP.

It is the Partnership's intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of up to fifteen (15) months with an option in favour of the Partnership to renew or extend the Agreement on the same terms and conditions up to an additional term of up to eight (8) months. The Partnership is not able to contract beyond March 31, 2022; however, if Health Canada provides approval for next mandate then the Partnership shall assess and decide upon the provision of exercising option Term for this Project.

1.6 *No Guarantee of Volume of Work or Exclusivity of Agreement*

The Partnership makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables. The Partnership may contract with others for the same or similar services and deliverables to those described in this RFP or may obtain the same or similar services and deliverables internally.

1.7 *RFP Timetable*

The following is the schedule for this RFP:

ISSUE DATE:	**Monday November 2nd, 2020**
DEADLINE FOR PROPONENT ENQUIRIES	**Tuesday November 17th, 2020, by 5:00pm ET (Toronto local time)**
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	**Friday November 20th, 2020**
PROPOSAL SUBMISSION DEADLINE	**Friday November 27th, 2020 no later than 3:00pm ET (Toronto local time)**
PROPONENT INTERVIEWS	**Tuesday December 15th / Wednesday December 16th 2020**

The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

1.8 *Proposal Content*

The Proposal should be brief (max 10 pages single spaced, not including appendices) and include:

- a brief statement demonstrating a fair understanding of the evaluation topic and the need to address the scope of work
- a brief description of how the Proponents' skills and experience could be applied to this RFP to deliver on the scope of work
- demonstrate experience with projects of similar nature
- a description of the approach that will be taken to complete the deliverables, along with high level timelines
- proposed cost for the work and any assumptions used to derive the budget (i.e. estimated number of days of work, level of effort and team composition)
- a statement as to what approach the Proponent would consider working with the Partnership to engage the stakeholders and conduct the evaluation; and as to whether the Proponent can meet the timelines.

1.9 *Pricing and Timing*

Please submit the price for completion of this project (both fees and expenses). The Proponent should assume that it is required to supply all necessary professional staff to undertake the project. The Proponent shall provide ***a firm maximum ceiling price for a budget maximum up to $110,000 (exclusive of taxes)*** for the assignment and a proposed payment schedule, if applicable. The Proponent should submit pricing (Schedule C) in a separate electronic file from the rest of the Proposal (see Section 1.3).

1.10 *Key Personnel*

The key personnel who are named in the Proposal will be expected to remain assigned for the duration of the project, unless otherwise agreed to in writing by the Partnership. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed would have to demonstrate similar qualifications and experience as required to successfully perform such duties. Under the Agreement, the Partnership will have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project.

1.11 *AODA Compliance Legislation*

As part of its response to this RFP, a Proponent may describe all measures that the Proponent intends to implement or make available in order that the Deliverables provided in response to this RFP be in compliance with applicable standards under the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and its regulations, including but not limited to (i) any training that has been, or will be, provided to Proponent's staff; and (ii) all policies implemented by the Proponent in respect of the AODA and its regulations. The Agreement will require that the successful Proponent provide all Deliverables in accordance with AODA and its regulations.

1.12 *Evaluation Process and Criteria*

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of the Partnership and may include external advisors (the "**Evaluation Committee**").

1.12.1. Mandatory Criteria

First, the Partnership will evaluate Proposals for compliance with the following Mandatory Criteria:

MANDATORY FORMS:
Submission Form (Schedule B)
Pricing Sheet (Schedule C)
References (Schedule D)
Deliverables and Milestones (Schedule E) (for Project RFP's or as requested)

1.12.2. Rating Criteria

Next, the Partnership will evaluate and score Proposals based on the following rating criteria:

PROs/EIPC PROJECT EVALUATION CRITERIA	Weighting
Qualifications and experience of proponent and key members of the proposed team • Experience working with cancer agencies, health authorities and organizations, and/or front-line health care staff including clinicians, nurses, etc. • Conducting systematic pan-Canadian evaluations within the public sector, involving complex clinical interventions and/or models of care in multiple jurisdictions and hospitals • Evaluating variety of initiatives on the ground improving quality of care and improving patient outcomes • Evaluating pilots, scale up and spread of an intervention, and/or system level impact, across jurisdictions • Implementing evaluations using: • Large-scale qualitative data collection and thematic analysis. • Quantitative data collection; statistical analysis using administrative or third-party data, survey data; and qualitative mixed methods design; triangulation of data • Development of qualitative tools such as semi structured interview guides, focus group facilitation questions and using tools in practice	25%
Quality of the proposed approach and work plan (adequacy of project team structure, work plan, client engagement, reporting and controls, likelihood of timely delivery) • Proposed approach to gather high quality and consistent qualitative evaluation data from various participants • Proposed approach to analyze and synthesize all quantitative and qualitative data, approach to triangulate where appropriate. • Proposed engagement approach with funded partners, evaluation participants and Partnership team across Phase1-3. • Feasibility of overall approach, and understanding of the portfolio • Likelihood of timely delivery	25%
Interviews with the Proponent organization and team • Discuss qualifications, experiences, methodology to complete scope of work and overall fit • Thoughtful and high-quality discussion that demonstrates strong understanding of and provides insight on the needs articulated in the RFP and the context for evaluation	30%
Proposed Budget	20%
Total	100%

1.12.3. Stages of the Proposal Evaluation

The Partnership will conduct the evaluation of Proposals in the following three (3) stages:

Stage I

Stage I will consist of a review to determine which Proposals comply with all of the Mandatory Criteria. If a Proposal fails to satisfy all of the Mandatory Criteria, the Partnership will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies within a period of 2 business days from the date of the notice (the "Rectification Period"). If the Proponent fails to satisfy all of the Mandatory Criteria within the Rectification Period, the Proposal will be disqualified. If a Proposal is disqualified, it will not be further evaluated.

Stage II

Stage II will consist of a scoring by the Partnership of each qualified Proposal on the basis of the rating criteria. The Partnership may shortlist the top scoring Proposals and the Proponents may be invited to an interview at the Partnership offices or virtually. Interviews to be scheduled, at a time that is convenient for the Partnership.

Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price may be undertaken after the evaluation of mandatory criteria (Stage I) and any rated criteria (Stage II) has been completed.

The formula to be used for scoring price is as follows:

$$Proponent's\ price\ score = lowest\ proposal\ price \div Proponent's\ price \times weighting$$

Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to satisfactory reference checks, the highest scoring Proposal will be selected, and the Proponent of that Proposal will be invited to finalize and enter into the Agreement.

1.13 *Negotiations and Finalization of Agreement*

The final terms of the Agreement may be negotiated with the selected Proponent. However, Proponents are advised that the Agreement is expected to include the terms and conditions set out in Schedule F to this RFP.

Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the Partnership or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. Negotiations may include requests by the Partnership for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Partnership for improved pricing or performance terms from the Proponent.

The Partnership intends to conclude negotiations and finalize the agreement with the selected Proponent within 30 days from the date the Partnership invites the selected Proponent to enter negotiations.

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the that time period, the Partnership may discontinue negotiations with the selected Proponent and may cancel the RFP process or invite the next-highest-scoring Proponent to enter into negotiations. This process will continue until an agreement is finalized or until the Partnership elects to cancel the RFP process.

2.0 SUPPLEMENTARY TERMS AND CONDITIONS

2.1 *All New Information to Proponents by way of Addenda*

This RFP may be amended only by a written addendum (an "**Addendum**") in accordance with this section. If the Partnership, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addenda made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. **It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP.** The Partnership will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

2.2 *Retention and Disclosure of Proposals*

All information obtained by the Partnership from Proponents in connection with this RFP will be retained by the Partnership for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by the Partnership if permitted or required by law.

2.3 *Governing Law of RFP Process*

The RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.4 *Proponents to Follow Instructions*

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made. Proponents responding to the RFP should provide additional information related to contacts and their corporate identity and status.

2.5 *Proponents Shall Bear Their Own Costs*

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

2.6 *Communication after Issuance of RFP*

Proponents should promptly examine all of the documents comprising this RFP and report any errors, omissions or ambiguities. Proponents may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2, before the Deadline for

Proponent Enquiries set out in Section 1.7. No such communications are to be directed to the Partnership in any other manner. It is the responsibility of the Proponent to seek clarification from the Partnership on any matter it considers to be unclear. The Partnership is under no obligation to provide additional information; but, may do so at its sole discretion.

2.7 *Verify, Clarify and Supplement*

In the evaluation process, the Partnership may:

- request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proposal;
- interview any or all Proponents to obtain information about or clarification of their Proposals;
- check references other than those provided by any Proponent; and
- consider the Proponent's past performance or conduct on previous contracts with the Partnership or other institutions.

The Partnership may revisit, re-evaluate, re-score or reject the Proponent's Proposal on the basis of any such information.

2.8 *Confidentiality*

All information received by the Proponent provided by or obtained from the Partnership in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Partnership and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to the Partnership immediately upon the request of the Partnership.

2.9 *Disqualification*

The Partnership may disqualify a Proposal on grounds of faulty submission, conflict of interest, improper conduct or provision of inaccurate or misleading information by the Proponent.

2.10 *Procurement Process Non-Binding*

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the Proponent nor the Partnership will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in response to this RFP.

No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the Partnership by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Partnership to enter into an agreement for the Deliverables.

The Partnership may cancel or amend the RFP process without liability at any time.

SCHEDULE A - Services and Deliverables

Background

The Partnership is supporting ten partners across Canada to implement projects to improve quality of life for persons affected by cancer through symptom screening and earlier identification of palliative patients. These initiatives are focused on three areas: patient-reported outcomes (PROs), early integration of palliative care (EIPC), and PROs plus EIPC.

The current challenge is that palliative care services are not fully integrated within the health-care system and referrals are usually late in the disease process, despite guidelines recommending early integration. EIPC for patients with newly diagnosed lung and gastrointestinal cancers (typically high symptom burden illnesses) has been shown to lead to improvements in depression and aspects of quality of life for both patients and family caregivers. The benefits of early, integrated palliative care models in oncology care extend beyond patient outcomes and are also beneficial to the health care system with decreased time in hospital. Additionally, a recent survey revealed that Canadians feel strongly that access to palliative care should be available to all Canadians; that increased education and capacity for palliative and end-of-life care should be available to providers; and that the use of patient reported outcomes (PROs) by clinicians in routine care is essential for effective management of physical symptoms and emotional distress. There is evidence that shows measuring indicators of physical and emotional symptoms at the point of care will lead to improved quality of life for patients with cancer and their families, and it will assist in quantifying the burden of care leading to future improvements.

Intervention

Each jurisdiction has been given the autonomy to determine time intervals of the intervention (at what point the symptom screening tool is issued). Each jurisdiction was given time to set up in order to rollout the intervention. Partners have received funding for up to four years (2018-2022). Due to different stages of readiness among provinces and territories, the intervention has been broken into three categories:

Routine and systematic collection and use of PROs data
The funded projects have each developed and implemented distinct approaches to collect and use PROs data in routine practice. The projects each leverage standardized symptom screening tools by supporting value-added enhancements, including reporting and feedback mechanisms, triaging applications, and electronic/remote symptom monitoring. The work will include building and expanding system capacity to measure and respond to patient-reported outcomes to drive quality of life improvements. Each jurisdiction has established criteria to define an eligible patient population. This means that different cancer patients in each jurisdiction will have access to this intervention.
Projects that fall under this category: Alberta, Quebec and Nova Scotia/New Brunswick.

EIPC
These initiatives focus on improving support available to patients and their families through better access to high quality palliative and end-of-life care as well as increasing the frequency of care being delivered in the right place and the right time based on the needs of the individual. The projects aim to integrate palliative care early in a person's cancer journey, incorporating and enabling interdisciplinary teams in clinics, hospitals and home settings to enable improvements in symptom management, support the patient's quality of life and ensure individuals can successfully influence their care.
Projects that fall under this category: Nova Scotia, Newfoundland and Labrador, Prince Edward Island and Saskatchewan.

PROs and EIPC
These are foundational projects. The work in these projects includes the systematic implementation, collection, measurement and provincial reporting of PROs using the ESAS-r tool. Projects have worked to develop a system to implement, collect, measure and report ESAS-r for their defined cancer patient populations at standardized points along the patient's cancer experience. ESAS-r will be collected on paper or through an electronic system that allows for direct patient entry (e.g., via kiosk, tablet or computer, etc.) of ESAS-r scores.
Projects that fall under this category: British Columbia, Northwest Territories and Yukon.

While funded projects differ in scope and focus, all include the following three components:

1. Inter-professional palliative care education and training
2. Early identification of patients with palliative care needs using validated tools
3. Planning and management of the patient's care once identified as having palliative needs

1. Inter-professional palliative care education and training

This component is aimed at building core competencies in health care professionals' skills in providing palliative care, increasing comfort and skills in having serious illness conversations, and/or understanding the importance of collecting and using patient reported outcomes. The inter-professionals eligible for training can include physicians, RNs, NPs, pharmacists, dieticians, social workers, and other professionals included in the patient's care.

2. Early identification of patients with palliative care needs using validated tools

Projects can use several ways to identify patients that require a palliative approach to care earlier in their disease trajectory:

- Routine symptom screening and functional assessments of patients using Edmonton Symptom Assessment System-revised (ESAS-r) and the Palliative Performance Scale (PPS) or Eastern Cooperative Oncology Group score (ECOG) provides information on symptom burden and functional status. Patients that have high symptom scores and low functional status would benefit from a palliative approach to care.
- The Surprise Question can be used, "Would you be surprised if this person died in the next 6-12 months?" If the answer was "no," providers will initiate symptom

assessment, Advanced Care Planning (ACP) conversations, Goals of Care (GOC) discussions, and referrals as needed.
- Patients with a specific cancer diagnosis (e.g. stage IV breast cancer or stage IIIB and IV lung cancer) can be automatically referred for further follow-up to assess symptom burden and unmet palliative needs.

3. Planning and management of the patient's care once identified as having palliative needs This approach can include:
- Having discussions with the patient and family on values and wishes regarding future health which guide current or future treatments and plans of care (i.e. ACP/GOC).
- Conducting routine symptom management and functional assessments using ESAS-r and PPS/ECOG to assess symptoms and functional status
- An organized approach to link patients to the community, home care and/or specialized palliative care resources

As a result of these initiatives, **patients** will have:
- Early access to integrated palliative care
- Increased understanding and awareness of the benefits of high-quality palliative care
- Improved quality of appropriate and efficient care
- Care that is aligned with patient preferences
- Reduced symptom burden and improved quality of life
- Better support to die in the location of their choice

As a result of these initiatives, **healthcare providers, organizations, and the system** will have:
- Increased confidence and comfort in delivering palliative care, and to effectively initiate serious illness conversations, and/or managing difficult symptoms
- Integrated models of palliative care service provision
- Increased capacity to quantify symptom burden and to have documented ACP/GOC
- Adequate systems and resources to support safe, high-quality palliative care
- Increased awareness of the benefits of PROs and earlier integration of palliative care

Person-Centred Perspective Program outcomes:
- Improved quality of life for individuals going through a cancer experience
- Incorporated digital PRO collection into routine clinical care processes
- Increased capacity to manage patient symptoms and to deliver patient centered care

Short-term (2022), Intermediate term (2027), and Long-term outcomes (2037):

2022

Patients with cancer get care that responds to their needs and preferences before, during and after treatment

2027

Canadians with cancer have a better experience based on their needs and preferences

2037

Canadians affected by cancer have a better quality of life

Terms of Reference

The Partnership is responsible for:

- Providing specifics on evaluation vision, expectations, and quality
- Collection and analysis of all quantitative performance measurement data
- Leading engagement efforts with funded partners
- Development and implementation of an economic evaluation including the collection of all necessary data inputs (implemented by health economic evaluation pre-qualified vendor)

The successful Proponent is responsible for:

- Developing evaluation execution project plan/ timeline, stakeholder engagement process/ method and workback schedule
- Developing qualitative data collection tools
- Developing and analyzing the health care provider survey (survey administered by the partnership)
- Supporting engagement efforts with funded partners and engagement materials
- Collection and analysis of qualitative data
- Synthesis of all evaluation inputs, including the incorporation of findings from the health economic evaluation
- Delivery of final evaluation products

Audiences and Intended Uses
Primary:

The Partnership, and its programs:
The Partnership is responsible for reporting back on the results of its work to its funder Health Canada, and its Board of Directors. As one of its largest scale-up interventions across Canadian jurisdictions, the Partnership is interested in understanding the collective impact of this work but will also leverage the results to inform the ways in which it will play a role

in supporting this work moving forward. Lessons learned from an implementation perspective may also be used to inform future work at the Partnership.

PROs/EIPC Funded Partners:
It is anticipated the results of this evaluation be utilized by funded partners to demonstrate their individual and collective success in the implementation of routine patient reported outcome tools and or processes to support earlier integration of palliative care with their patient populations. Partners will likely leverage results to inform regional or jurisdictional decision making as additional scale up and spread to disease sites or cancer centers may be considered.

Key Stakeholder Groups
Perspectives will be collected from the following key stakeholder groups;

- Patients and caregivers
- Funded Partner project teams (including clinician champions, administrators, project managers)
- Participating health care providers

Evaluation Questions
The following preliminary evaluation questions were established to guide the evaluation plan. Questions will be finalized and validated in collaboration with funded partners.

Impact Statement	Related Evaluation Question
This work has improved the experience of palliative patients and their caregivers.	To what extent do patients believe their needs are being met?
	To what extent have patients' quality of life improved?
Implementing this model of care has resulted in a change in practice at a clinical level and administrative level.	• To what extent has this initiative changed the way in which clinicians/other health care providers provide care to patients?
	• To what extent are providers leveraging PRO tools to trigger action to improve quality of life of cancer patients? (defined by actions taken to address symptoms and/or facilitated earlier identification into palliative care)
The new clinical pathways and models of care are effectively rolled out to allow projects to address high symptom burden, identify palliative patients earlier, and/or care planning and management among all eligible patients' populations	• To what extent were the new clinical pathways/models of care for addressing high symptom burden, identifying palliative patients, and patient care planning rolled out effectively? (based on the defined patient population and design) • To what extent was training of health care professionals rolled out effectively?

	• What are the barriers and facilitators to the systematic implementation of Patient Reported Outcome and/or earlier identification of palliative patient tools within clinical settings? • What are the barriers and facilitators to the systematic integration of palliative care into the provision of care? • What conditions support the scale and spread of this work?
	COVID Specific: How has the impetus of COVID helped or hindered projects ability to successfully implement new models of care OR completed efforts to implement virtual care

Evaluation Design and Methodology Design
The Partnership is taking a coordinated approach to evaluate 10 funded projects and using a pragmatic approach to:

- Seek and collect perspectives and data consistently
- Tell a comprehensive pan-Canadian impact story and demonstrate change occurring as a result of this work
- Generate insights where evidence is limited to support decision making
- Draw on the unique experiences from across the country to learn the impact of this work and how to maximize chances of success in other jurisdictions and projects that are in earlier stages of development

Data collection methods and analysis

Both quantitative and qualitative data will be collected in order to answer evaluation questions and demonstrate results of the work. Where feasible, data will be collected consistently to allow for aggregation.

Quantitative Data

- Performance Measurement Dataset: 13 pre-determined quantitative measures will be leveraged from project databases and collected at three points throughout project lifecycle. Summary statistics and analysis looking at changes over time will be reported. {*refer to list of measures in Appendix*}

- Additional quantitative measures may be collected to supplement the performance measurement data set. Such measures will be determined in collaboration with partners.

The Partnership takes responsibility of collecting all quantitative data from funded partners and providing to the successful proponent for analysis and or synthesis.

Qualitative Data

Perspectives will be collected from two key stakeholder groups via virtual focus groups and semi-structured interviews. Each project team (comprised of clinician champions, project managers and administrators) will share their perspectives on what they believe are conditions necessary for successful implementation, barriers and challenges faced, and the impact of COVID-19 on project implementation. While not an overarching evaluation question, there is a particular interest in understanding the extent to which the funded partners have observed the implementation underscoring barriers and disparities among patients accessing and receiving care.

Additionally, one patient from each funded project will be interviewed to understand their experience and the level of care provided. Responses will be analyzed qualitatively using thematic analysis.

Survey Data

One survey will be developed by the proponent that garner perspectives from a third key stakeholder group: participating health care providers. The survey will measure the extent to which the stakeholders believe the training provided and implementation of processes and pathways have changed the way in which they deliver care to patients.

Additional Survey Results

Funded partner projects focused on EIPC have all implemented training with participating health care providers via LEAP training (Learning Essential Approaches to Palliative and End of Life Care). In an effort to help answer the question *to what extent has this initiative changed the way in which clinicians/other health care providers provide care to patients*, the Proponent may be asked to synthesize the LEAP survey results from a number of funded partners.

Some funded partners have issued self-management and/or experience surveys to patients. There may be an opportunity for the Proponent to synthesize results from these survey tools and generate some high-level findings.

Economic Evaluation:

An economic evaluation has been commissioned by the Partnership to determine the difference in benefits and the difference in costs between delivering new models of palliative care and current practice. This information will supplement the broader evaluation by providing information to better understand whether the investments in the new models of care deliver 'good value for money' relative to current practice. This information can be used to support a case for further investment and/or spread of the work. Results will be used as an important decision-making tool that can impact the sustainability of the program and the system. The Proponent will be expected to collaborate with the commissioned economic evaluation vendor and incorporate the results of the economic evaluation into the overall evaluation findings reports and knowledge products.

Summary of Potential Evaluation inputs:

Inputs	**Measurement approach**
Pre-determined performance indicator data (13)	Consistent tools and measures used across all projects
Potential additional quantitative measures (to be determined)	
Health Care Provider Survey (approximate n= 300)	

Focus group discussions with project teams of up to 5 people (Virtual) (10)	
Semi-structured Interviews with Patients (10)	
Patient Self-Management / Experience Survey(s) results	Collected across some projects
LEAP Training Survey results	Collected from those projects with a EIPC focus
Economic evaluation findings	Collected and analyzed by Economic Evaluation vendor

Methodological limitations

- No baseline or pre-implementation data was collected
- No formal control will be used to compare against results of this evaluation
- Potential for small survey response rate among participating clinicians
- Funded partners will contribute to the planning and will contribute data inputs (where feasible) to support the evaluation.
- Some partners are conducting their own project specific evaluation and economic evaluations. If project specific evaluations are not planned, partners will work with The Partnership to identify opportunities to contribute required data, where feasible.

6. Evaluation Team Composition Experience

The successful Proponent should demonstrate their evaluation experience in the following either at a team or individual level:

- Conducting systematic pan-Canadian evaluations within public sector, involving complex clinical interventions and/or models of care in multiple jurisdictions at the provincial, regional and local levels and at varying levels of maturity (e.g. hospitals, community agency)
- Evaluating variety of initiatives on the ground improving quality of care and improving patient outcomes
- Evaluating pilots, scale up and spread of an intervention, and/or system level impact, across jurisdictions
- Experience working with cancer agencies, health authorities and organizations, and/or front-line health care staff including clinicians, nurses, etc.
- Development of qualitative tools such as semi-structured interview guides, focus group facilitation questions
- Implementing evaluations using:
    - large-scale qualitative data collection and thematic analysis;
    - quantitative data collection; statistical analysis using administrative or third-party data, survey data; and

- qualitative mixed methods design; triangulation of data

7. Evaluation Management

Phase 1 – Final evaluation planning and logistics (January 2021- April 2021)

- Kick off meeting (post contract signing) to set out project evaluation plan (e.g., timelines, deliverables, and scope) and stakeholder engagement plan (for virtual or in-person)
- Regularly scheduled touchpoint meetings through project duration, developing meeting agenda and materials
- Detailed workplan and engagement plan across phase 1-3 outlining key deliverable dates, analysis plan, and touchpoint meetings and review times
- Development of qualitative data collection tools (1 - focus group questions, 2 - semi-structured interview guides)
- Development of health care provider survey (issued to particiating health care providers in funded jurisdictions)
- Development of methods to integrate qualitative and quantitative data analysis

Phase 2 – Evaluation Implementation (April 2021-March 2022)

- Issue Health Care Provider survey (to be issued by the Partnership/funded projects)
- Complete virtual focus group sessions with each project team (10)
- Complete virtual semi-structured interviews with patients (10)

Phase 3 – Evaluation Analysis and Synthesis (Beginning as early as April 2021, and ending June 2022 with final reports/deliverables)

- Interim results presentation
- Draft preliminary analysis and draft product(s) for review
- Concise report summarizing the methods, findings, and interpretation of the findings for: The Partnership, Board of Directors, PROs/EIPC funded partners
- Project-specific evaluation briefs (1-2 pages) (10)
- Summary deck highlighting key messages
- Presentation of findings back to the Partnership (virtual or in person) in June 2022
- Presentation to partners and relevant stakeholders (virtual) in June 2022

Key activities relevant to evaluation planning and implementation	Lead	Timeline/date
Kick off meeting with the Partnership and the successful Proponent	The successful Proponent	January 2021
Qualitative tool development, survey tool development and validation/engagement with partners and the Partnership Evaluation Team	The successful Proponent with support from Partnership Team and Funded Partners	January – April 2021
Collection of health care provider survey	The Partnership	May 2021
Collection of quantitative data: performance indicator data set	The Partnership	Data call 1 – Nov 2020 Data call 2 – Summer 2021 Data call 3 – Jan 2022
Collection of qualitative data: Semi structured interviews, focus groups	The successful Proponent	April-December 2021
Sharing of Interim Results (specific focus TBD)	The Partnership with support from the successful Proponent	June 2021 virtual partner meeting
Partner projects end		It is anticipated that all partner projects will end by March 2022
Final Evaluation Products and deliverables due	The successful Proponent	June 2022

APPENDIX

Participating Jurisdictions and Respective Cancer Centres and Disease Sites

Intervention Type	Province/Territory	What patient populations will be involved across which sites?
Increase the value add: Routine and systematic collection and use of PROs data	Alberta	All cancer patients receiving care by Cancer Control Alberta across 17 ambulatory oncology care delivery sites Project will reach 40,000+ patients (plus 17,000 new diagnosis patients, plus patients ongoing treatment, follow up)
Increase the value add: Routine and systematic collection and use of PROs data	Quebec	McGill University Health Centre (MUHC): radiation oncology clinic, head and neck cancers (n=100-120) and breast cancer (n=150); medical oncology clinic, breast cancer (n=450) Centre hospitalier de l'Université de Montréal (CHUM): head and neck cancers, radiation (n= 659), surgery (n=189), and medical oncology clinics (n= 299) Hôpital Maisonneuve-Rosemont (HMR): radiation oncology clinic, breast and head and neck cancers (n= 1,150) Hôpital de la Cité-de-la-Santé (HCS): radiation oncology clinic, all cancers (n= 2,500) St. Mary's Hospital Center (SMHC): All cancer sites, oral and IV chemo and hormone treatment, and palliative care (n= 390) Two pediatric centres
Patient Reported Outcomes and Early Integration of Palliative Carte	British Columbia	Metastatic Breast cancer Metastatic GI cancer Patients referred for palliative radiation Project will reach approximately 3530 patients across two sites (
Patient Reported Outcomes and Early Integration of Palliative Carte	Northwest Territories	Patients diagnosed with cancer living in rural/remote settings and urban settings will be the primary patient population • The focus of the project will be for patients with a cancer diagnosis. • Patients diagnosed with other life-limiting illness will also benefit and be involved in the project in the later stages

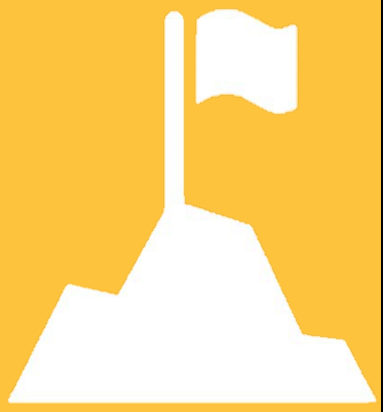
		All regions of the NWT will be expected to be involved by the end of the project. The project has the potential to reach all residents of the NWT which is approximately 42, 000 residents. Currently there are about 110 new cases of cancer per year. The sites will be: Primary Care clinics in Yellowknife (Frame Lake Community Health Centre and Yellowknife Primary Care Centre), Inuvik, Hay River, and Ft. Smith. • Health Centres in Fort Simpson, Norman Wells , Fort Resolution, Lutselk'e, Behchoko, Fort Good Hope, Tulita, Aklavik, Deline, Fort Liard, Fort McPherson, Fort Providence, Gameti Paulatuk, Tuktoyaktuk, Colville Lake, Dettah, Enterprise, Nahanni Butte, Sachs Harbour, Tsiigehtchic, Wrigley, Hay River Reserve, Jean Marie River, Trout Lake Ulukhaktok, Whati, Wekweeti and Kakisa • Acute Care Settings in Yellowknife (Stanton Territorial Hospital), Inuvik (Inuvik Regional Hospital), and Hay River
Patient Reported Outcomes and Early Integration of Palliative Carte	Yukon	Patients being provided palliative and end-of-life care identified by "surprise question. Project will reach ~750 patients. • 12 Community Health Centres (Carcross, Teslin, Carmacks, Pelly Crossing, Destruction Bay, Haines Junction, Dawson City, Beaver Creek, Faro, Ross River, Old Crow, Mayo) • 1 First Nation Health Centre (Kwanlin Dun Health Centre) • 5 Long Term Care facilities (Birch Lodge, Copper Ridge Place, McDonald Lodge, Thomson Centre, Whistlebend Place) • 3 Yukon Hospital Corporation facilities (Whitehorse General Hospital, Dawson City Community Hospital, Watson Lake Community Hospital), Home Care
EIPC	Nova Scotia	Patients with a life-limiting illness, including a cancer diagnosis, who are identified for a palliative approach to care. 3 primary health care settings • 1-2 cancer tumour site teams • 1-2 community-based cancer teams ð Project will reach all patients linked to any of the collaborative practice sites and identified tumour sites.

		Project will reach approximately 120 patients will be identified for the project, but this will depend on the sites selected
EIPC	Newfoundland & Labrador	Patients with a diagnosis of Glioblastoma Multiforme (GBM), Stage IIIB or higher lung, and Stage IV. Upper GI are currently included. Planning to expand to other disease site groups 1 tertiary site (Dr. H. Bliss Murphy Cancer Centre) • 3 Regional cancer centres (Gander; Grand Falls-Windsor; Corner Brook) ð Project will reach initially approximately 40% of targeted patient disease site groups
EIPC	Prince Edward Island	Patients of the Provincial Integrated Palliative Care Program (PIPCP) Approximately 40 sites - 5 Home Care Regional Sites - 9 LTC Facilities - 1 Acute Psychiatric Hospital - 2 Acute Care Hospitals - 5 Community Hospitals - 2 First Nation Health Centers - Provincial Cancer Treatment Centre and Satellite Site - 12 Primary Care Health Centers - Island EMS • Project will reach ~1,000 patients yearly (75% cancer patients)
EIPC	Saskatchewan	Lung and CNS cancer patients (initially) 2 sites: Allan Blair Cancer Center (Regina) and Saskatoon Cancer Center • Project will reach 350+ oncology patients per year (based on 2017 data)
Increase the value add: Routine and systematic collection and use of PROs data	Nova Scotia & New Brunswick	All Dalhousie DRO Patients of Nova Scotia (Halifax, Sydney) and Saint John NB (3 sites in total) undergoing RT will be given opportunity to report on symptoms at point of care using standardized electronic symptom screening tools.
Total potential patient reach (across all nine projects)		110,000+

Patient Reported Outcomes & Early Integration of Palliative Care

Performance Measurements and Indicators

Data Specifications



Minimum Required Dataset
→ **Performance Measurement and Indicators**

INDICATORS		
1. Prevalence of symptom burden	6. Identification to clinical action	11. Percentage and timing of patient deaths
2. Severity of symptom burden	7. Secondary PRO tools	12. Advance care planning and goals of care
3. State of PRO implementation	8. Quality of life	13. Functional assessments
4. Access to PRO reporting tools	9. Cancer patients identified for palliative care	
5. Training	10. Non-cancer patients identified for palliative care	

1. Prevalence of Symptom Burden

Definition	Percent of patient self-assessments using the Edmonton Symptom Assessment System-revised (ESAS-r) on which any symptoms (i.e., scores of 1 – 10) were reported
Rationale	Patient-reported outcomes are of vital importance. The routine collection of patient-reported outcome measures in clinical practice allows for the identification and monitoring of patient symptoms and informs actions that care providers can take to improve a patient's quality of life, satisfaction and overall experience. Routine screening of cancer patients for symptoms and problems is important to identify concerns that may negatively affect their ability to cope with cancer and its treatment.
Denominator	Total number of ESAS-r screens completed (scores of 0-10) (include only the first screen for each patient within the measurement timeframe)
Numerator	Number of ESAS-r screens with reported distress for any symptom (score of 1-10).

2. Severity of symptom burden

Definition	Percent of patient self-assessments using ESAS-r reporting no (score of 0), low (scores of 1–3), moderate (scores of 4–6) or high (scores of 7–10) levels for each symptom (e.g., pain, fatigue, anxiety and depression).
Rationale	Screening for the presence and intensity of symptoms early and regularly throughout patients' cancer care journey can be useful in customizing interventions that address patients' changing needs. Doing so can improve their quality of life and other outcomes.
Denominator	Total number of ESAS-r screens completed (scores of 0 -10) (include only the first screen for each patient within the measurement timeframe *[same as denominator for indicator 1])*
Numerator	Number of ESAS-r screens reporting no symptom (scores of 0), low (scores of 1–3), moderate (scores of 4–6) or high (scores of 7–10) levels for **each** of the symptoms: ○ Pain ○ Tiredness ○ Drowsiness ○ Nausea ○ Lack of appetite ○ Shortness of breath ○ Depression ○ Anxiety ○ Wellbeing

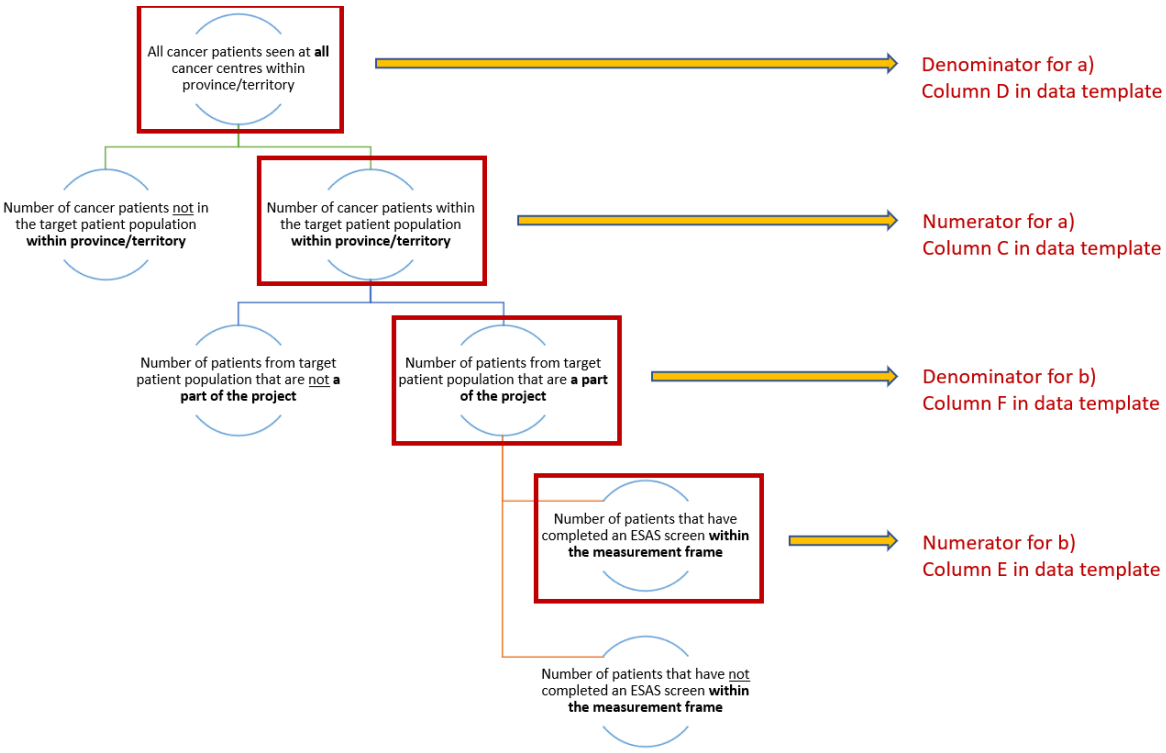
3. State of PRO Implementation

Definition	Current state of PROs and ESAS-r implementation across Canada
Rationale	Screening for the presence and intensity of symptoms early and regularly throughout patients' cancer care journey can be useful in customizing interventions that address patients' changing needs. Doing so can improve their quality of life and other outcomes.
Denominator	Total number of clinical sites across province/territory (e.g. cancer centres/other care setting)
Numerator	a) Number of clinical sites that have implemented standardized symptom screening using ESAS-r b) Number of clinical sites with PRO tools that are capturing and reporting on PROs electronically

4. Access to PRO Reporting Tools

Definition	a) Percent of cancer patients within jurisdiction that have access to report on symptom burden using ESAS-r b) Percent of target patient population who have access and completed ESAS-r
Rationale	To improve patient experience by improving the quality and consistency of physical and emotional symptom management throughout the cancer journey. This indicator provides information on the percent of patients who have access to symptom screening and are able to report on their symptoms.
Denominator	a) Total number of patients seen at cancer centres/other care setting (jurisdictional level) b) Total number of patients from the target patient population as defined in the project proposal
Numerator	a) Total number of patients within the target population (jurisdictional level) b) Total number of patients from the target patient population as defined in the project proposal who have completed ESAS-r (including patients who reported score of 0)

Visual for Indicator 4



5. Training

Definition	Percent of staff who have completed training in symptom assessment and/or symptom management
Rationale	Training is necessary to increase knowledge and skills of health professionals to understand and address the symptom burden and palliative needs of patients.
Denominator	Total number of eligible staff (i.e. have not received prior formal training)
Numerator	Number of staff that have completed training

6. Identification to Clinical Action/Follow-up

Definition	Percent of patient assessments that were identified for further clinical action/follow-up
Rationale	The use of ESAS-r creates a consistent clinical language to systematically measure and improve patient and family/carer outcomes. The absent to mild range of symptom and problems scores trigger monitoring and review of care plans. The moderate to severe range of symptom and problems scores trigger interventions and actions to respond to needs
Denominator	Number of ESAS-r assessments with reported absent (score 0), mild (score 1-3), moderate (score of 4-6) to high (score of 7-10) symptom intensity *(include only the first screen for each patient within the measurement timeframe)*
Numerator	Number of ESAS-r assessments that were identified for symptom-related clinical action/follow-up by symptom intensity [absent (score 0), mild (score 1-3), moderate (score of 4-6) to high (score of 7-10)]

Notes	• Examples of types of clinical action/follow-up taken: referral, further assessment, "flagging", monitor, or specific action.
	• Examples of types of clinical action/follow-up (Reference PCOC Palliative Care Outcomes Collaborative – Palliative Assessment and Clinical Response)
	  ○ Score of 0 = Continue with current care plan
	  ○ Score of 1 -3 = Monitor and record

	○ Score of 4-6 = Review/Change care plan; Referral, intervention as required ○ Score 7-10 = Urgent action; Review within 24hrs

7. Secondary PRO Tools

Definition	Percent of patients who had secondary symptom assessment measures
Rationale	Individuals who have high intensity scores on symptom screening can benefit from more specific and thorough assessments. This can be accomplished in part by symptom specific assessment measures.
Denominator	Number of patients who have completed ESAS-r (scores of 0 -10)
Numerator	Number of patients who completed a secondary symptom assessment measures

8. Quality of Life

Definition	Average scores for patients being assessed for quality of life using the EQ5D validated instrument
Rationale	Routine assessment of patient-reported outcomes that trigger action towards addressing symptom burden in patients with palliative needs will optimize quality of life in this patient population.
Population	Patients reporting quality of life using EQ5D
Measure	a) Mean scores and standard deviation (calculated based on EQ5D algorithm) b) Overall scores and scores for each domain (Mobility, self-care, usual activities, pain/discomfort, anxiety/depression)

9. Cancer patients identified for palliative care

Definition	Percent of cancer patients identified for palliative care amongst patients seen at any care setting
Rationale	N/A
Denominator	Total number of cancer patients seen at any care setting (e.g. home care, LTC, cancer centre, etc.)
Numerator	Number of cancer patients identified for palliative care
Notes	Please describe how patients are identified for palliative care (e.g., all patients in a certain disease site, or Surprise Q, SPICT tool, functional assessment, EPS or ECOG, clinical assessment, etc.) Age refers to age at screen within the measurement timeframe.

10. Non-cancer patients identified for palliative care

Definition	Percent of non-cancer patients identified for palliative care amongst patients seen at any care setting
Denominator	Total number of non-cancer patients seen at any care setting (e.g. home care, LTC, cancer centre, etc.)
Numerator	Number of non-cancer patients identified for palliative care
Notes	Please describe how patients are identified for palliative care (e.g., all patients in a certain disease site, or Surprise Q, SPICT tool, functional assessment, EPS or ECOG, clinical assessment, etc.) Age refers to age at screen within the measurement timeframe. This indicator is for jurisdiction who can report on this information (e.g. NS and territories)

11. Percentage and timing of patient deaths

Definition	a) Percent of patients who died and were identified for palliative care b) Time (range, mean, standard deviation, median and interquartile range) between identification of palliative care needs and time of death
Rationale	People are typically identified very late in their disease trajectory as "palliative". Early identification allows for more time to intervene and help with optimizing patient's quality of life. This indicator will demonstrate how well we are doing at identifying people for palliative care prior to their death.
Denominator	a) Number of patients who died within the measurement timeframe
Numerator	a) Number of patients who were identified for palliative care
Measure	For the patients identified in the numerator for a) - calculate number of days (minimum, maximum, mean, standard deviation, median and interquartile range) between identification for palliative care and time of death

12. Advance care planning and Goals of care

Definition	Percent of patients identified for palliative care that have advanced care planning/goals of care discussions initiated
Rationale	Advanced care planning and goals of care discussions help to ensure that people receive the care that they want.
Denominator	Number of patients identified for palliative care [same as numerator for indicator 7 and 8]
Numerator	Number of patients with documented advance care plan or goals of care

13. Functional Assessments

<table>
<tr><td>Definition</td><td>Distribution of functional assessment scores/grade using Palliative Performance Scale (PPS) or ECOG</td></tr>
<tr><td>Rationale</td><td>Clinician rated assessment of performance relating to work, activity and self-care over a 24hr period</td></tr>
<tr><td>Denominator</td><td>Patients who have completed functional assessments using PPS and/or ECOG
Patient with functional assessments = DEAD is excluded (PPS = 0% or ECOG = 5)</td></tr>
<tr><td>Numerator</td><td>Number of patients in each functional assessment scores/grade</td></tr>
<tr><td>Note</td><td>
<table>
<tr><th>Grade</th><th>ECOG</th></tr>
<tr><td>0</td><td>Fully active, able to carry on all pre-disease performance without restriction</td></tr>
<tr><td>1</td><td>Restricted in physically strenuous activity but ambulatory and able to carry out work of a light or sedentary nature, e.g. light house work, office work</td></tr>
<tr><td>2</td><td>Ambulatory and capable of all selfcare but unable to carry out any work activities. Up and about more than 50% of waking hours</td></tr>
<tr><td>3</td><td>Capable of only limited selfcare, confined to bed or chair more than 50% of waking hours</td></tr>
<tr><td>4</td><td>Completely disabled. Cannot carry on any selfcare. Totally confined to bed or chair</td></tr>
<tr><td>5</td><td>Dead</td></tr>
</table>
ECOG/WHO performance status score. 13
</td></tr>
</table>

Table 2. Palliative Performance Scale

%	Ambulation	Activity and Evidence of Disease	Self-Care	Intake	Level of Consciousness
100	Full	Normal Activity No Evidence of Disease	Full	Normal	Full
90	Full	Normal Activity Some Evidence of Disease	Full	Normal	Full
80	Full	Normal Activity with Effort Some Evidence of Disease	Full	Normal or Reduced	Full
70	Reduced	Unable to do Normal Job / Work Some Evidence of Disease	Full	Normal or Reduced	Full
60	Reduced	Unable to do Hobby / House Work Significant Disease	Occasional Assistance Necessary	Normal or Reduced	Full or Confusion
50	Mainly Sit/Lie	Unable to Do Any Work Extensive Disease	Considerable Assistance Required	Normal or Reduced	Full or Confusion
40	Mainly in Bed	As Above	Mainly Assistance	Normal or Reduced	Full or Drowsy or Confusion
30	Totally Bed Bound	As Above	Total Care	Reduced	Full or Drowsy or Confusion
20	As Above	As Above	Total Care	Minimal Sips	Full or Drowsy or Confusion
10	As Above	As Above	Total Care	Mouth Care Only	Drowsy or Coma
0	Death	--	--	--	--

Bait and Switch

The successful Proponent will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its Proposal.

These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the Partnership. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. The Partnership shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The Partnership shall not unreasonably withhold approval of staff changes.

SCHEDULE B - Submission Form

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

To the Canadian Partnership Against Cancer:

1. Proponent Information

(a) The full legal name of the Proponent is:

_____

(b) Any other relevant name under which the Proponent carries on business is:

_____

(c) The jurisdiction under which the Proponent is governed is:

_____

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

_____

(e) The Proponent is:

Proponents must select one of the following choices.

- ☐ an individual {Provide HST/GST #}
- ☐ a sole proprietorship {Provide HST/GST #}
- ☐ a corporation {Provide HST/GST #}
- ☐ a partnership {Provide HST/GST #}
- ☐ a joint venture {Provide HST/GST #}
- ☐ an incorporated consortium {Provide HST/GST #}
- ☐ a consortium that is a partnership {Provide HST/GST #}
- ☐ other legally recognized entity: {Specify type, provide HST/GST # or state "N/A".}

2. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and

for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Partnership and the Proponent unless and until the Partnership and the Proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its Proposal.

4. Price

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

5. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None".}

6. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Submission Form. Where the Partnership discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
   i. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;

ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or
iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or

b) in relation to the performance of its contractual obligations under the Agreement, the supplier's other commitments, relationships or financial interests
i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

Proponents must choose one of the following two options.

☐ The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. The details of the actual or potential Conflict of Interest are as follows:

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal. The Proponent acknowledges that the Partnership may make public the name of any and all Proponents.

I confirm that this Submission Form has been completed with no changes to the text provided in the RFP.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date: I have authority to bind the Proponent.

SCHEDULE C - Pricing Sheet

Table 1: Budget by Deliverable.
Enter the budget against each milestone specified in Schedule E: Project Deliverables and Milestones

Deliverables	Start Date	End Date	Effort (In hours)	Cost
Phase 1 – [January 2021-April 2022]				
Kick off meeting (post contract signing) to set timelines, deliverables, and scope				
Regularly scheduled working/engagement meetings through phase 1 (5) between proponent and Partnership staff				
Detailed workplan outlining key deliverable dates, analysis plan, and touchpoint meetings and review times in collaboration with the Partnership				
Review and feedback presentation of final draft developed evaluation tools with partners (virtual)				
Initial touchpoint with economic evaluation vendor				
Developed data collection tools 1 - focus group questions/facilitation guide 2 - semi-structured interview guides incorporating engagement feedback 3 – health care provider survey				
Phase 2 – [beginning April 2021-March 2022]				
Data collection: Qualitative: 1. Semi-structured interviews with 10 patients 2. Up to 10 focus group sessions with project teams at pre-scheduled dates (virtual)				
4 touch point meetings with the Partnership's Evaluation team (virtual)				
2 touch point meetings with the Partnership and economic evaluation vendor				
Phase 3 – ending June 30th 2022				

Analysis and synthesis of Health Care Provider surveys (collected by the Partnership)				
Analysis and synthesis of all qualitative data				
Synthesis of: - all quantitative data including economic evaluation findings (all quantitative data provided by the Partnership) - LEAP training survey data (to be confirmed) - Patient Self-Management Experience Surveys (collected from 2-3 funded partners)				
Presentation of preliminary evaluation findings to the Partnership and funded partners				
Meeting to discuss proposed outline of final evaluation outputs by proponent with the Partnership				
Output 1: Concise evaluation report summarizing the methods, findings and interpretation of the results				
Output 2: Concise evaluation breifs specific to each funded partner project (10)				
Output 3: Final summary deck highlighting key messages				
Presentation of findings back to the Partnership				
Presentation of findings back to the funded partners and relevant stakeholders (virtual)				
Subtotal				
HST				
Total				

Additional Expenses
Please provide a list of all additional expenses including but not limited to: administrative costs, out of pocket expenses, transportation, food etc.

_____
_____
_____
_____
_____
_____
_____
_____

Total Proposed Price (Agreement Ceiling Price for fees)	**$**

SCHEDULE D - Reference Form

Form D1

Each Proponent should provide references from three (3) different clients (excluding the Partnership) *who have obtained services similar to those required in this RFP from the Proponent within the last three (3) years.*

The Partnership is not required to contact all references provided by the Proponent. In addition, references other than those provided by the Proponent (including but not limited to Partnership staff) may be contacted to obtain additional information that will be used in evaluating the Proponent's past performance.

Past performance will be evaluated on a pass/fail basis. Items to be evaluated include but is not limited to:

1. *Conformance to contract requirements*
2. *Adherence to contract schedules*
3. *Cost Performance*
4. *Risk Management*
5. *Reasonable and Cooperative behavior (Business relations)*
6. *Commitment to Customer Service*
7. *Concern for the interest of the Customer*

Proponent: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	

Contact Telephone Number & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Form D2

Each Proponent should provide references from two (2) different clients (excluding the Partnership) *to whom each candidate proposed for a key role has provided services within the last three (3) years in a role similar to that set out for the candidate in the Proposal.*

Please include in the Proposal a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.

Name of Candidate: _____

Proposed Role: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

SCHEDULE E - Project Deliverables and Milestones

The Proponent should provide a detailed work plan, including the deliverables, timelines and project team responsibilities for the performance of the Agreement.

Deliverable/Milestone	Timeline	Responsibility

SCHEDULE F - Additional Terms and Conditions For Agreements

Background:
The funding for this Agreement provided by the Partnership is, in whole or in part, obtained pursuant to a funding agreement ("Health Canada Funding Agreement") between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health ("Minister");

The Health Canada Funding Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The Contractor acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The Parties agree that the following terms and conditions are included in addition to any other terms of the Agreement:

1. Definitions:
In this Agreement:

a) "Agreement" means this agreement and all schedules and any amendments made to this agreement in accordance with its terms;
b) "Amount" means the amount expressed in the Agreement to be payable to the Contractor for the Work;
c) "Party" means the Partnership or the Contractor or any other signatory to the Agreement and "Parties" means all of them.

2. Accounts and Audit

a) The Contractor shall keep proper and accurate Work-related accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Partnership, dispose of any such accounts and records, including invoices, receipts or vouchers, until the expiration of six (6) years after final payment under this Agreement, or until the settlement of all outstanding claims and disputes, whichever is later.
b) All such accounts and records shall at all times during the retention period referred to in subsection a) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada to confirm compliance with this Agreement and the appropriate use of funds, who may make extracts from and/or make copies thereof. The Contractor shall provide access to its premises and reasonable facilities for such audits, inspections and examinations and shall furnish all such information as the representatives may from time to time require with respect to such accounts and records. The Partnership shall be entitled to monitor and review the Work through site visits or other means.

3. Appropriation
Each payment to be made under the Agreement at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

4. Assignment

a) The Contractor shall not assign this Agreement or any payment, right or obligation hereunder without the prior written consent of the Partnership. Any assignment made without that prior written consent is void and of no effect.
b) No assignment of this Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership. This Agreement binds the Parties and their respective successors and permitted assigns.

5. Changes

a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Parties decide that modifications to the Work or to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Parties, provided that no increase shall be made to the maximum Amount payable hereunder and further provided that no other term of this Agreement may be altered in this fashion.
b) If the change is greater than 15% or $50,000 of the maximum Amount payable, whichever is lesser, or if the maximum Amount payable changes, the formal amendment process, signed by the approved delegated authority, shall apply.
c) If the Partnership, acting reasonably, determines that modifications to the Work are needed (including substituting deliverables), the Contractor shall use commercially reasonable efforts to accommodate the Partnership's request for modifications in a manner that avoids changing the maximum Amount payable.

6. Communications

a) If this Agreement requires work with members of the public, the Contractor shall take the necessary measures

to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice;

b) Any person related to the Contractor shall, where appropriate, ensure that: (i) communication, announcements or documents for the general public concerning services, programs, projects or activities are provided in both official languages; (ii) any services, programs, projects or activities to be delivered by the Contractor to the general public are delivered in both official languages; (iii) any services provided to official language minority communities are provided in a manner that they may participate in these services on a basis comparable to the majority language community; and (iv) consultations with stakeholders on services, programs, projects or activities encourage participation in both official languages, as well as representatives from official language minority communities.

7. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations and policies relating to the performance of the Work including, without limitation, those concerning privacy and confidentiality, health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Partnership at such times as the Partnership may reasonably request.

8. Confidentiality

a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with this Agreement, or acquired by the Contractor in the course of performing the Work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Agreement, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause those with whom it shares such information, during as well as after the performance of any Work under this Agreement, any information to which the Contractor becomes privy as a result of acting under the Agreement.

b) This section does not apply to any information that:
   i. is publicly available from a source other than the Contractor;
   ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information; or
   iii. is required to be disclosed by law or by court or other lawful authority.

c) If the Contractor is required, by law or by a court or other lawful authority, to disclose the Partnership's confidential information, the Contractor shall: promptly notify the Partnership before making any such disclosure, if such notification is not prohibited by law, the court or other lawful authority; cooperate with the Partnership on the proposed form and nature of the disclosure; and ensure that any disclosure is made in accordance with the requirements of applicable law and within the parameters of the specific requirements of the court or other lawful authority.

d) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the Work and any copies of the information, in any form whatsoever.

9. Conflict of Interest and Government Contracting

a) The Contractor represents and warrants that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the Term, the Contractor shall declare it immediately to the Partnership.

b) It is a term of this Agreement that no individual who is subject to the provisions of the *Conflict of Interest Act*, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders,* the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector* or any other values and ethics codes applicable within provincial or territorial governments or specific organizations shall derive a direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

c) The Contractor represents and warrants that the Contractor, and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.

d) The Contractor represents, warrants and covenants that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a member of the family of such a person with a view to influencing the entry into this Agreement or the administration of this Agreement.

e) The Contractor acknowledges and agrees that the Partnership will provide the Minister with access to this Agreement.

10. Relationship of the Parties

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership or joint venture between the Parties. The Contractor shall not represent itself (including in any agreement with any third party) as the agent, employee or partner of the Partnership or in a manner that could lead a member of the public to believe that the Contractor is an agent, employee or partner of the Partnership. The Contractor shall be solely responsible for any and all deductions and payments required to be made from or to employees, including those required for Canada or Quebec pension plans, employment insurance, worker's compensation and income tax.

11. Dispute Resolution

If the Parties have a dispute relating to any matter subject to this Agreement, the Parties shall deal with that dispute through court action.

12. Entire Agreement

The Agreement, including its schedules, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all previous agreements, understandings, negotiations and discussions, both oral and written, between the Parties unless they are incorporated by reference in this Agreement. All amendments to this Agreement are to be made in writing and signed by the Parties.

13. Further Assurances

The Contractor shall do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Agreement.

14. Indemnification

a) The Contractor shall indemnify and save harmless the Partnership and its directors, officers, employees, agents, successors and assigns from and against all claims, losses, damages, costs, expenses, including solicitor/client fees, administrative fees and disbursements, causes of action, actions and other proceedings ("Claims"), made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any environmental effect, injury to or death of a person or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership and for the use of an invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under this Agreement, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to this Agreement, except that the Partnership will not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Partnership or its employees or agents.

b) The Contractor's obligation of indemnity or reimbursement of the Partnership under this Agreement shall not affect or prejudice the Partnership from exercising any other rights it has under law.

c) To the extent that any third party, in reliance upon representations made by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the Contractor shall indemnify and save harmless the Partnership for any Claims occasioned thereby by such third party.

d) The Contractor shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Contractor in carrying out the Work under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

15. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Agreement except to the extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

16. Inspection of the Work

a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of this Agreement, if any, prior to acceptance. The Partnership or its representatives, shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Agreement, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's

expense. The Partnership shall inform the Contractor of the reasons for any such rejection.

b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct. Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of this Agreement.

c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of this Agreement and for any period of time thereafter provided for in this Agreement.

17. Intellectual Property

a) Intellectual property developed for this Agreement shall vest in and be owned by the Partnership.

b) The Partnership shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for this Agreement.

18. Invoicing

a) The Contractor shall submit invoice(s) on its own forms to the Partnership, which shall include the following information:
   i. Contractor name and address;
   ii. Number assigned by the Partnership, if any, to this Agreement;
   iii. Contractor's Invoice Number and Date;
   iv. Name of the individual at the Partnership supervising this Agreement;
   v. Period in which services were rendered;
   vi. Deliverables and/or milestones completed and attached (when applicable); and
   vii. Total amount for services rendered, HST shown separately.

b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in this Agreement.

19. Language

The parties confirm it is their wish that this Agreement be drawn up in the English Language. Les parties conferment qu'ils souhaitent que le présent accord soit rédigé en anglais.

20. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

21. Minimum Information in this Agreement

This Agreement shall include the following minimum information:

a) a description of the Work, a budget, the Amount to be paid and clear expectations as to the results expected through carrying out the Work;

b) the effective date, the date of signing and the term of this Agreement;

c) conditions that must be met before payment is made and the schedule and basis of payment; and

d) the maximum amount payable.

If at any time it is discovered that this Agreement does not contain all or any part of the minimum information required, the Parties shall use their best efforts in good faith to amend this Agreement to include the information that is missing.

22. Notices

Where in this Agreement any notice, demand, request, direction or other communication is required to be given or made by a Party, it shall be in writing and is effective if sent by any means, including electronic means, addressed to the Party for whom it is intended at the address mentioned in this Agreement, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Party, if by electronic means, one business day after having been sent and if by mail, five business days after being mailed. The address of a Party may be changed by notice in the manner set out in this provision.

23. Payment

a) Payments under this Agreement, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work, to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.

b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.

c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation or the performance of this Agreement by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.

d) Notwithstanding any other provision of this Agreement, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

24. Powers of the Partnership

Every right, remedy, power and discretion vested in or acquired by the Partnership under this Agreement or by law shall be cumulative and non-exclusive.

25. Proactive Disclosure

a) Information contained in this Agreement in relation to the following data elements: Contractor name, reference number, Agreement date, description of Work, Agreement period or delivery date, and Agreement value, may be posted on the Partnership's website. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on the website.

b) This "public disclosure" is intended to ensure that Agreement information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

26. Reporting

a) The Contractor shall provide the Partnership with such progress reports, including financial matters, as are called for on the Work under this Agreement and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in this Agreement, the form and substance of the progress report shall be acceptable to the Partnership.

b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the Work for a specified period of time (no more than a 12 month period).

c) The Partnership may withhold or reduce any payments to be made to the Contractor under this Agreement if any report has not be submitted by the Contractor in accordance with the requirements of this Agreement.

27. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

28. Status and Replacement of Personnel

a) If at any time during the Term the Contractor is unable to provide the services of any person who was to perform the Work, it shall immediately advise the Partnership and provide a replacement person with similar qualifications and experience.

b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.

c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

29. Subcontracting

a) Unless otherwise provided in this Agreement, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any time. The Partnership shall not unreasonably withhold consent.

b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in this Agreement.

c) Any consent to a subcontract shall not relieve the Contractor from its obligations under this Agreement or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

30. Survival

All obligations of the Contractor shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature expire.

31. Termination Due to Default

a) The Partnership may, by notice to the Contractor, terminate this Agreement if:

i. the Contractor becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved;

ii. the Contract has made materially false or misleading representations or statements, or provided materially false or misleading information to the Partnership on any matter related to this Agreement, other than in good faith (the Contractor shall demonstrate good faith);

iii. the Contractor fails to perform or comply with any term, condition or obligation under this Agreement; or

iv. in the opinion of the Partnership, the Contractor fails to proceed diligently with the Work so as to jeopardize performance of this Agreement in accordance with its terms.

b) If the Partnership terminates this Agreement under sub-section a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for any excess costs relating to the completion of the Work.

c) Upon termination of this Agreement under sub-section a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work that has not been delivered and accepted prior to such termination and any materials or work-in-process that the Contractor has specifically acquired or produced for the fulfillment of the Agreement. The Partnership shall pay the Contractor for all finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.

d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.

e) If, after the Partnership issues a notice of termination under subsection a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled “termination or Suspension Without Cause” and the rights and obligations of the Parties shall be governed by that section.

32. Termination or Suspension Without Cause

a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Agreement may be given subsequently.

b) All Work completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of this Agreement.

c) All Work not completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership to the Contractor on the following terms:

i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Agreement or approved in writing by the Partnership for the purpose of the Agreement, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of this Agreement;

ii. all costs of and incidental to the termination of this Agreement, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.

d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part thereof so terminated.

e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.

f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

33. Time of the Essence

a) Time is of the essence of this Agreement.

b) Any delay by the Contractor in performing the Contractor's obligations under this Agreement which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not

have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.

d) Notwithstanding that the Contractor has complied with the requirements of this section, the Partnership may exercise any right of termination contained in the section entitled “Termination or Suspension Without Cause”.

34. Waivers

The fact that the Partnership refrains from exercising a remedy or right that it is entitled to exercise under this Agreement shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on the Partnership shall not prevent it in any way from later exercising any other remedy or right under this Agreement or applicable law, unless the Partnership waives such remedy or right in writing.

35. Warranty

a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of this Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of this Agreement, provided that with respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.

b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsection a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of this Agreement.

36. Counterparts

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and all counterparts taken together shall constitute one and the same Agreement.