



Request for Proposal

*TRAUMATIC PSYCHOLOGICAL INJURY PROGRAM*

November 10, 2020

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**Request for Proposal No.: WCB2020-013**

**Submission deadline: December 2, 2020 4:00PM AST**

**Request for Proposal  
Traumatic Psychological Injury Program**

**Workers' Compensation Board of Nova Scotia**

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Request for Proposal Issue Date: November 10, 2020

**Responses to this Request for Proposal must be received by email**

**No later than December 2, 2020 at 4:00 pm AST**

# 1. OVERVIEW

## 1.1 INTRODUCTION/BACKGROUND

The services and support provided to workplaces by the Workers' Compensation Board of Nova Scotia (WCB) are changing. For several years, psychological injury has been becoming an increasing part of the claims mix and the numbers have been steadily increasing over time. WCB has been evolving the way we support workers who experience a psychological injury, in an effort to provide more consistent, focused service. The goal is to work toward improving our services, programs and tools to support these workers and their families, toward recovery, and ultimately, toward safe, healthy return to work.

As we continue that evolution, the Workers' Compensation Board of Nova Scotia (WCB) is seeking to advance its programs to improve service delivery to injured workers in the area of mental health. More specifically, and through this Request for Proposal (RFP), the WCB is seeking a service provider to diagnose and treat injured workers who have suffered from a Traumatic Psychological Injury (TPI) in the course of their employment. The WCB considers psychological injuries for workers who have experienced a workplace traumatic event and meet the criteria set out by presumptive legislation (Section 12A) and policy. Generally this means that the following criteria must be met:

- There must be one or more Traumatic Event(s);
- The Traumatic Events(s) must arise out of and in the course of employment;
- The response to the Traumatic Event(s) had caused the worker to suffer from a mental or psychological condition that is described in the Diagnostic Services Manual (DSM); and,
- The condition must be diagnosed by a psychiatrist or clinical psychologist.

The traumatic event or events must be a direct personal experience of an event or witnessing an event that is:

- Sudden;
- Frightening or shocking;
- Having a specific time or place; and,
- Involving actual or threatened death or serious injury to oneself or others or a threat to one's physical integrity.

Any psychological injury included in the most current version of the DSM is considered for compensation. The injuries most frequently addressed include:

- Anxiety disorders;
- Depression disorders; and,
- Post Traumatic Stress Disorder (PTSD)

Due to the nature of some occupations, some workers, over a period of time may be exposed to multiple traumatic events. Occupations comprising of front-line or emergency-response workers are at greater risk of being exposed to traumatic events and make up the majority of the TPI claims. Front-line or emergency-response workers include:

- Continuing Care Assistants
- Correctional Officers
- Emergency -response Dispatchers
- Firefighters
- Nurses
- Paramedics
- Police Officers
- Sheriffs

The WCB currently receives approximately 300-500 TPI claims annually, with increases noted over the last number of years. The WCB is seeking a service provider, or consortium, who can diagnose and treat TPI's.

## 1.2 PROJECT OVERVIEW AND OBJECTIVES

The WCB is seeking a qualified-service provider (or consortium) to provide a comprehensive and integrated Traumatic Psychological Injury (TPI) Program to support injured workers and employers in accessing the care required to facilitate recovery, enhance rehabilitation and achieve sustainable return to work outcomes. The identified service requirements that are in scope for this RFP to facilitate recovery, rehabilitation and return to work include:

- Diagnostic Services;
- Treatment Services (including Screening Assessment);
- RTW Services: and,
- Relapse Prevention Services.

It is expected that the integration of an iCBT application be part of the service offering within these categories.

Please refer to Appendix A for the detailed service requirements of the TPI program.

## 2. ADMINISTRATIVE REQUIREMENTS

The following terms will apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms.

### 2.1. INTRODUCTION AND SCOPE

#### 2.1.1. *RFP TERMINOLOGY*

Throughout this RFP, terminology is used as follows:

- a) "Must", "mandatory" or "required" means a requirement that must be met in substantially unaltered form in order for the proposal to receive consideration;
- b) "Proponent" means an individual, consortium or a company that submits, or intends to submit, a proposal in response to this RFP;
- c) "Successful Proponent", "winning bidder", or "contractor" means the successful Proponent to this RFP who enters into a written contract with the WCB;
- d) "The Board" or "WCB" means the Workers' Compensation Board of Nova Scotia on whose behalf this RFP is issued;
- e) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

#### *2.1.2. ELIGIBILITY*

The WCB recognizes that not all service providers can provide the full suite of services requested in this RFP and therefore, encourages vendor initiated partnerships and consortiums, where applicable, subject to full compliance of all parties forming such partnerships or consortiums with the terms and conditions agreed upon between the WCB and successful proponent.

Prospective proponents are not eligible to submit a proposal if current or past corporate or other interests may, in the WCB's opinion, give rise to a conflict of interest in connection with this project.

### **3. PROGRAM COMPONENTS**

Please refer to **Appendix A –Traumatic Psychological Injury Program**.

### **4. RULES GOVERNING PROCUREMENT PROCESS**

#### *4.1. DISQUALIFICATION*

It is essential that your submission thoroughly address each requirement identified in these instructions. Submissions will be disqualified and will not be reviewed or scored under the following circumstances:

- a) Incomplete;
- b) Received late;

Disqualified proponents will not be provided the reason for disqualification and will not be provided an opportunity for a full debrief on their submission.

#### 4.2. *DEBRIEFING*

Unsuccessful proponents, that were not disqualified, may request a debriefing meeting following execution of a contract with the Successful Proponent.

#### 4.3. *NEGOTIATION DELAY*

If a written contract cannot be negotiated within 30 days of notification of the Successful Proponent, the WCB may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified proponent or choose to terminate the RFP process and not enter into a contract with any of the proponents.

#### 4.4. *WORK START DELAY*

Notwithstanding provisions of Section 4.3 above, the WCB, at its sole discretion, may request the Successful Proponent to extend the time for contract negotiation. If the work start date is delayed due to prolonged contract negotiations the WCB may agree to:

- a. Enter into a written Letter of Intent to commence work based on successful contract negotiation to allow work to begin on time;
- b. Amend the work start date to commence at a time following contract signing.

#### 4.5. *SUBMISSION OF APPLICATIONS*

##### 4.5.1. *BID CONFIRMATION*

All proponents who intend to bid on the RFP are required to send, in writing, the company and contact name, email and contact information (phone number, address) to WCB prior to submission. If you have indicated your intent to bid, or you have received the Request for Proposal and do not wish or have decided not to bid, you are asked to submit to WCB a letter of “no bid”.

##### 4.5.2. *ENQUIRIES*

All enquiries related to this RFP are to be directed, to the following person(s), or his/her designate(s). Information obtained from any other source is not official and may be inaccurate. Enquiries and responses will be recorded and may be distributed to all proponents at the WCB’s option to maintain a fair and competitive environment.

##### WCB Contact:

Gil Rahinshtein  
Workers Compensation Board NS – Corporate Development  
5595 Fenwick Street, Suite 215  
Halifax, Nova Scotia  
B3H 4M2  
Telephone 902.440.2130

Email: [Gil.Rahinshtein@wcb.ns.ca](mailto:Gil.Rahinshtein@wcb.ns.ca)

WCB cannot guarantee a response to enquiries forwarded less than four (4) business days prior to the scheduled closure date of the RFP.

Any proponent finding any discrepancy in or omission from this RFP, in doubt as to the meaning of any provision(s) herein, or feeling that the RFP is discriminatory, shall notify WCB in writing within five (5) days of the scheduled opening of proposals. Enquiries and exceptions taken by proponents in no way obligate the WCB to change the RFP, however, any interpretations given by the WCB and any changes made to the RFP will be reflected in addenda duly issued by the WCB.

#### *4.5.3. PROPOSAL CHANGES AND AMENDMENTS*

The WCB has endeavoured to produce a complete and accurate RFP document. However, should changes be required, an amended document will be posted to the Provincial Tender site at: [www.novascotia.ca/tenders](http://www.novascotia.ca/tenders)

Updates may include corrections and/or changes to material in the RFP as well as amplification and clarification following bidder questions.

Potential bidders may forward an e-mail contact address to the WCB point of contact in Section 4.5.2, to receive any RFP updates as they are made available.

Notwithstanding any e-mail correspondence as noted above, proponents remain responsible to periodically verify the tendering site for updates, as the version posted on the Nova Scotia Tender site will be the authoritative version of the document at all times.

Should changes occur within five government business days of the close of the proposal, the proposal closing date may be extended at the WCB's sole discretion, to allow for a suitable number of bid preparation days between the closing date and the issuance of the change.

#### *4.5.4. DISPUTE RESOLUTION*

If a proponent has a dispute in relation to this RFP or the review process, it may take advantage of the WCB's Procurement Dispute Resolution Procedure, which is described as follows:

The purpose of this Procurement Dispute Resolution Procedure is to establish and implement a procurement dispute resolution process that complies with applicable trade agreements and ensures that any procurement related dispute is handled in an ethical, fair, reasonable and timely manner. This procedure applies when an aggrieved proponent in procurement elects to dispute the outcome of the procurement process.

Steps to be taken:

1. The aggrieved party is to file its bid dispute with the WCB's representative set out in Section 4.5.2, within 10 business days following the debriefing meeting or 90 days following the last date for filing proposals, whichever is earlier. The aggrieved party's filing should include:

- (a) The name and address of the proponent;
- (b) Identification of the RFP being protested;
- (c) Statement of the grounds for protest with enough detail to enable the WCB to understand the nature and scope of the protest;
- (d) Supporting documentation;
- (e) Desired relief;
- (f) Designated contact during the bid dispute process.

2. The WCB's representative will respond to the aggrieved party with a decision, within 15 business days of receiving the dispute notice.

3. If no resolution is achieved at the end of stage 2, above, the aggrieved party may escalate the matter by providing notice to the WCB's Executive. Such notice:

- a. Will be set out in writing and sent within 15 business days of receipt of the response in Step 2, with a copy sent to the WCB's representative identified in section 4.5.2 herein;
- b. Contain details of the unresolved issue(s) and the Parties' positions.

4. The WCB's Executive or designate will respond to the aggrieved party with a decision, within 15 business days of receiving the dispute notice.

5. If the dispute is not resolved to the satisfaction of the proponent, following Step 4 above, the mutual dispute resolution process defined in Steps 1-4 above will end and the proponent may, at this time (at their own option and expense), pursue any type of legal remedy available to them.

6. For clarity, none of the Dispute Resolution provisions herein or any other provision of this RFP will prevent the WCB from proceeding with evaluation and selection of Successful Proponent and/or from signing the contract for the services subject of this RFP with any of the proponents.

#### Delegation of Authority

During any level of the bid dispute process, if the specified contact is not available, he/she may assign a delegate. If no delegate has been assigned or the assigned delegate is not available at the time of bid dispute request, the process should proceed with the next level of authority according to this procedure.



#### *4.5.5. CLOSING DATE AND SUBMISSION INSTRUCTIONS*

Electronic copy of the proposals, including financial section clearly articulating the fees per type of services provided in Section 8 of this RFP for the term of this engagement, must be sent by email (technical and financial proposals issued separately) to attention of the representative provided in Section 4.5.2 herein. Bids must be received by the closing date and time of December 2, 2020 at 4:00 pm AST.

All bids submitted by email are subject to verification by the WCB to ensure that the Bid is a bona fide offer submitted by the person or company named in the Bid.

Proponents should endeavour to present their proposals in a succinct manner including only relevant content and value add offerings.

***DISCLAIMER:*** The WCB cannot ensure the confidentiality and security or error-free receipt of electronically-submitted Bids or Bid components, and cannot guarantee that the Internet connections will be available at all times up to the closing time for Bid submission. A Bidder submitting an Electronic Bid via email does so at its own risk and, upon submission of a Bid in this manner, indemnifies and hold harmless the WCB from any and all claims for damages or loss arising in any manner based upon, occasioned by or in any way attributable to a Bidder's submission sent via email.

#### *4.5.6. LATE PROPOSALS*

Late proposals will not be accepted.

#### *4.5.7. ADDITIONAL INFORMATION*

Proposals may contain additional information. If alternative solutions or value added services are offered, please submit the information in the same format, as a separate proposal.

The WCB would be interested in understanding if proponents have any innovative and/or value-added offerings that are complementary/ relevant to the requirements but have not been specifically requested in this RFP. Please provide information on special advantages or the uniqueness of the value-added offerings that differentiate your organization from others.

**(\*Note: Value-added services will not be weighted in the final decision).**

#### *4.5.8. NOTIFICATION OF CHANGES*

Following posting of this RFP, any changes made to it by the WCB prior to closing will be posted on the Provincial Tender site at: [www.novascotia.ca/tenders](http://www.novascotia.ca/tenders). It is the responsibility of all recipients/proponents to regularly check the bid board for changes.

#### *4.5.9. CHANGES TO PROPOSAL WORDING*

The proponent will not change the wording of its proposal after closing and no words or comments will be added to the general conditions or detailed specifications unless requested by the WCB for purposes of clarification.

The proponent may change a previously submitted proposal by withdrawal, amendment or submission of a replacement if done prior to the tender closing date and time. This information or request should be submitted in writing on company letterhead or equivalent and contain the signature of the individual submitting the original submission.

#### *4.5.10. PROPONENTS' EXPENSES*

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the WCB, if any.

#### *4.5.11. PRICING*

Proposals must be open for acceptance for at least 90 days after the closing date. Upon acceptance, fees will be firm for the entire contract period unless otherwise specified.

#### *4.5.12. CURRENCY AND TAXES*

Fees quoted are to be:

- a) In Canadian dollars;
- b) Exclusive of Federal/Provincial Sales Taxes.

#### *4.5.13. COMPLETENESS OF PROPOSAL*

By submitting a proposal, the proponent warrants that all components required to deliver the services requested have been identified in its proposal or will be provided by the proponent, at no additional charge if the proponent is awarded the services set out in this RFP.

## **5. ADDITIONAL TERMS & CONTRACTING**

### *5.1. ACCEPTANCE OF PROPOSALS*

The WCB reserves the right to modify or withdraw this RFP at any time at its sole discretion.

This RFP should not be construed as a contract to purchase goods or services. **The WCB is not bound to accept the lowest priced or any proposal of those submitted.** Proposals will be evaluated on the requirements only.

The WCB will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## 5.2. *CONTRACT*

Notice in writing to a proponent of the acceptance of its proposal by the WCB and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

The Successful Proponent, following satisfactory negotiations with the WCB, will be required to enter into a contract in the form attached hereto as Appendix "B" (or similar form as negotiated between the parties). All proponents should review Appendix "B" in its entirety. Particular attention should be paid to the sections titled Audit, Confidentiality, Liability, and Termination as the final Agreement between the WCB and the Successful Proponent will contain this language. **Failure by the Successful Proponent to enter into an Agreement with the WCB containing substantially similar language as that contained in Appendix "B" may result in negotiation delay pursuant to section 4.3 of this Request for Proposal.**

### **Insurance**

The Successful Proponent will need to put into place, and maintain during the service term, certain insurance in accordance with the WCB's standard requirements. This insurance generally includes the following types and amounts of insurance. The WCB is willing to entertain sensible variations from the following list of insurances but the Successful Proponent should recognize that the WCB's risk management requirements are unlikely to allow significant variations that materially affect the WCB's risk.

(a) Comprehensive General Liability Insurance, including Products, Completed Operations, Premises Operations, Bodily Injury, Breach of Privacy and Confidentiality, Personal and Advertising Injury, Broad Form Contractual and Broad Form Property Damage liability coverages, on an occurrence basis, with a minimum combined single limit per occurrence of \$5,000,000 and a minimum combined single aggregate limit of \$5,000,000.

(b) Errors and Omissions Liability Insurance covering liability for loss or damage due to an act, error, omission or negligence, with a minimum limit per event of \$2,000,000.

(c) Professional liability insurance at amount not less than \$2,000,000.00

The insurance coverages described above:

(i) will be primary with respect to Successful Proponent's operations and non-contributing with respect to any other insurance or self-insurance that may be maintained by Board;

(ii) will include a waiver of subrogation for Comprehensive General Liability and a waiver of any insured-versus-insured exclusion regarding the WCB; and,

(iii) to the extent any insurance coverage is written on a claims-made basis, it will have a retroactive date no earlier than the Commencement Date and, notwithstanding the termination of this Agreement, either directly or through 'tail' coverage will allow for reporting of claims until the period of the applicable limitations of actions has expired.

The Successful Proponent will use commercially reasonable efforts to cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under the contract entered into by the Parties are maintained in force and that not less than thirty (30) days' written notice will be given to the WCB prior to any cancellation or non-renewal of the policies. Successful Proponent will in any event promptly notify the WCB of such modification, cancellation or non-renewal.

### **Term and Extensions**

The Successful Proponent will be required to enter into a contract with the WCB for an initial one year and eight months term between 02/01, 2021 and 07/31 2022. WCB, at its sole discretion may extend the contract with Successful Proponent, without further tender, up to a maximum of three (3) consecutive one year extensions.

Proposals may be negotiated with proponents, and if accepted, may form part of the negotiated contract.

### **5.3. *LIABILITY FOR ERRORS***

While the WCB has used considerable efforts to ensure an accurate representation of information of this RFP, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the WCB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **5.4. *ACCEPTANCE OF TERMS***

All the terms and conditions of this RFP are assumed to be accepted by the proponent and incorporated in its proposal. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. Any alterations of the RFP, other than provided herein will invalidate the proposal.

#### 5.5. *FINANCIAL STABILITY*

The Successful Proponent may be required to demonstrate financial stability and may be required to register to conduct business in Nova Scotia.

#### 5.6. *OWNERSHIP OF PROPOSALS, FREEDOM & CONFIDENTIALITY OF INFORMATION*

Information pertaining to this competition obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without prior, written authorization from a Manager of the WCB.

The WCB is bound by the terms of s. 192 of the *Workers' Compensation Act*, S.N.S., 1994-95, c.10, the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5, the *Personal Information International Disclosure Protection Act*, S.N.S. 2006, c. 3, the *Privacy Review Officer Act*, S.N.S 2008, c.42, and *Canada's Anti-Spam Legislation (CASL)* titled: An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic means of Carrying out Commercial Activities and to amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act., S.C., 2010, c. 23, (and other legislation which may be enacted from time to time) with respect to the collection, use and disclosure of personal information, confidential or sensitive information, and other information. To review the provisions of the above noted legislation, please visit: <http://www.gov.ns.ca/legislature/legc//index.htm>

All documents, including proposals, submitted to the WCB become the property of the WCB and are subject to the provisions of the above named legislation. By submitting a proposal the proponent thereby agrees to public disclosure of its contents. Any information the proponent considers 'personal information' because of its proprietary nature should be **identified as such and** marked as "confidential", and will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.

The Successful Proponent, upon award of the Agreement, will agree not to exchange personally identifying information by means of email or other electronic methods unless this is done with the Board's written approval, provided in advance.

5.7. *USE OF RFP/INFORMATION*

This document or any portion thereof will not be used for any purpose other than the submission of proposals.

5.8. *FUNDING*

Notwithstanding any other provision of this RFP, the contract contemplated by this RFP and the financial obligations of the WCB pursuant to that contract are subject to:

- a) There being sufficient monies available in the appropriation, to enable the WCB in any fiscal year or part thereof when the payment of money by the WCB to the Successful Proponent falls due under the contract entered into pursuant to the RFP to make that payment.

## 6. REQUIREMENTS

6.1. *OVERVIEW OF SCORED REQUIREMENTS*

Proponents bidding on this RFP will be evaluated against the following requirements:

Req't #	Requirement
<b>6.1.1 Proponent Background &amp; Experience</b>	
<p>6.1.1.1. Please provide full and legal corporate name of the Company which will enter into a contract with the WCB if a contract is awarded.</p> <p>6.1.1.2. Provide a description of your company, years in business, management structure and profile.</p> <p>6.1.1.3. Provide the scope of services offered by your company. Include detailed services as it relates to the TPI Program.</p> <p>6.1.1.4. State qualifications of your organization and provide related experience with other organizations in the field of TPI services.</p> <p>6.1.1.5. State whether your company will be engaging any third party resources or sub-contractors to perform any services described in your proposal. Describe the specific services and the third party's / sub-contractor's experience level in providing those services.</p> <p>6.1.1.6. Provide a description of how the skills and experience of the Proponent meet the requirements for this program.</p>	
<b>6.1.2 Approach &amp; Methodology</b>	

6.1.2.1. Provide a statement of your understanding of the goals, objectives and key issues of the TPI Program.

6.1.2.2. Describe your approach and implementation plan for providing a TPI Program, as described in Appendix A – TPI Program.

6.1.2.3. Please describe how your approach and implementation plan for the TPI program will achieve the service objectives, as described in Section 2 Service Objectives of Appendix A – TPI Program.

### **6.1.3 Service Requirements**

WCB is seeking to engage a service provider who is equally committed to the desired high level outcomes of the TPI program as stated below:

- a. Minimize time for workers to receive a psychological injury diagnosis
- b. Provide greater access to best practice mental health services
- c. Increase recovery, rehabilitation and sustained return to work outcomes

#### **Diagnostic Services**

6.1.3.1 Please describe your ability to provide timely availability of psychological diagnoses prior to accessing programs or treatments as described in Section 3.1 Diagnostic Services of Appendix A – TPI Program.

6.1.3.2 Please confirm your ability to make available designated access to the clinicians to provide these diagnostic services.

6.1.3.3 Please demonstrate your ability and approach to meeting the volume demands and timeliness of diagnosis as outlined in Section 3.1 Diagnostics Services in Appendix A – TPI Program.

#### **Screening Assessment**

6.1.3.4 The Proponent will need to screen the Worker for signs of any of the following factors that may impact treatment: pain catastrophizing, sense of injustice, and treatment resistance in order to recommend an individual in a program of care (i.e. basic, enhanced, intensive) as outlined in Section 3.2 Screening Assessment in Appendix A – TPI Program.

6.1.3.5 Please describe your ability and approach to the screening/ admission process for the various programs of care within the TPI program.

#### **Treatment Services**

6.1.3.6 Please describe your approach to providing Basic Services as described in section 3.3 Treatment Services in Appendix A – TPI Program. Please describe in detail the types of treatments, frequency of treatments and treatment duration anticipated for Basic services.

6.1.3.7 Please describe your approach to providing Enhanced Services as described in section 3.3

Treatment Services in Appendix A – TPI Program. Please describe in detail the types of treatments, frequency of treatments and treatment duration anticipated for Enhanced services.

6.1.3.8 Some injured workers require additional support but do not meet the threshold of requiring the intensive program, the Proponent can propose services that could enhance a worker’s treatment and RTW outcomes.

Please describe your approach to providing TPI Support Services – augmentation of Basic and Enhanced as described in section 3.3 Treatment Services in Appendix A – TPI Program. Please describe in detail the type of support services, frequency of support services and anticipated duration for support services.

6.1.3.9 Please describe your approach to providing Intensive Services as described in section 3.3 Treatment Services in Appendix A – TPI Program. Please describe in detail the types of treatments, frequency of treatments and treatment duration anticipated for Intensive services.

#### **Return to Work**

6.1.3.10 Please describe how return to work outcomes, specifically sustained return to work, are incorporated into the TPI service delivery within all programs of care (i.e. basic, enhanced, and intensive) as per section 3.4 Return to Work (RTW) in Appendix A – TPI Program.

6.1.3.11. Please describe your approach to monitoring and reporting on return to work and sustained return to work as described in section 3.4 Return to Work (RTW) in Appendix A – TPI Program.

#### **Relapse Prevention**

6.1.3.12 Please describe how relapse prevention is incorporated into the TPI service delivery at all programs of care as described in Section 3.5 Relapse Prevention in Appendix A – TPI Program.

#### **iCBT Services**

6.1.3.13 Please describe your ability and approach to providing iCBT services as described in Section 3.6 Use of iCBT in Appendix A – TPI Program.

#### **Services Durations**

6.1.3.14 Please confirm your ability to provide TPI services per the service duration best-practices as described in Section 4 Service Durations in Appendix A – TPI Program.

#### **Staffing and Methods of Delivery**

6.1.3.15 Please describe your ability to meet all staffing requirements as described in section 5 Staffing and Methods of Delivery in Appendix A – TPI Program.



6.1.3.16 Please confirm that your team members have the appropriate qualifications to provide the TPI program as described in section 5 Staffing and Methods of Delivery in Appendix A – TPI Program.

6.1.3.17 In the case of staffing substitution, please describe your approach to notifying WCB of the change (e.g. written notice to WCB, etc.).

6.1.3.18 Please describe your ability to provide the option of accessing all services outlined within the TPI program through the use of virtual platforms (e.g., Zoom, Skype, etc.) as described in section 5 Staffing and Methods of Delivery in Appendix A – TPI Program.

### **Reporting**

6.1.3.19 Please describe your ability to accurately capture, collect and manage all data requirements as described in sections 6.1 Data Collection and Amendments and 6.3 Performance Measurement.

6.1.3.20 Please describe your ability to meet the reporting requirements as described in Section 6.2 Outcome Reporting in Appendix A – TPI Program.

6.1.3.21 Please describe your ability to capture and report on the performance indicators and metrics as described in section 6.3 Performance Measurement in Appendix A – TPI Program.

Proponent submissions of interest in this opportunity will be evaluated against the requirements as provided in Section 9.

## **7. RFP PROPOSAL – PROPOSAL FORMATTING**

### **7.1. PROPOSAL CONTENT AND RESPONSE FORMAT**

In order to ensure the evaluation of proposals is conducted consistently for each proponent and to ensure each proposal receives full consideration, the following format and sequence must be followed:

#### **7.1.1. PROPONENT PROFILE**

A corporate profile must be submitted detailing the proponent's fields of expertise and emphasizing those relevant to the proposal. The proponent's corporate information must include:

- a) The complete legal name of the proposing entity;

- b) A description of the corporate organization of the proposing entity. If the proposing entity is a team or any other multi-organizational structure, the corporate organization assuming accountability to the WCB on behalf of the proposing entity must be identified;
- c) The numbers of years in business for each company whose products and/or services are proposed in the proponent's response;
- d) A description of the proponent's general capabilities and experience to undertake a service offering of the size and scope of that contained in this RFP; and,
- e) A description of financial stability.

#### *7.1.2. RESOURCE ELIGIBILITY*

Any and all resources proposed under this requirement must be eligible to work within Canada at the time this proposal is submitted to the WCB. If resources are proposed without confirmation of such eligibility, the proposal may not be considered for evaluation under this requirement.

#### *7.1.3. RESOURCE PROFILES*

In proposing a resource for this requirement, responses should make it very clear how the proposed resources demonstrate the areas of expertise stipulated in Section 3 – Program Components (see Appendix A – TPI Program). The resourcing profiles must be easy to cross reference to these requirements and must cover the full range of stated requirements.

#### *7.1.4. REFERENCES*

Three (3) references for proposed resources (preferably working as a team on the same project/initiative) must be provided and be valid within the last five years. References provided will contain:

- a) Client Name: Name of client organization;
- b) Service Description: A description of the nature, scope and duration of the services provided to the client;
- c) Client Satisfaction: Proof of client satisfaction with the proponent's performance;
- d) Client Contact: The name, phone/fax numbers and e-mail address (if available) of any appropriate contact for the client organization. This individual must be available to be contacted during the evaluation period.

The WCB, at its sole discretion will verify each of the references and may include specific questions about the team being proposed.

**7.1.5. SUBCONTRACTING**

Utilization of sub-contractors, partnerships, consortiums etc. for the purpose of this RFP is allowed. The lead service provider will be solely responsible for managing any sub-contractors or partners, and will bear full responsibility for all legal and contracting requirements.

- a) All proponents that submit a proposal as a consortium agree that they will identify a **“Lead”** who will act for and submit the proposal on behalf of the consortium and will also accept full legal and contractual responsibility to ensure the consortium complies with all terms and obligations under the Agreement.
- b) If a proposal is submitted on behalf of a consortium, the Lead will identify the legal structure of the consortium ( e.g. partnership). If the structure or membership of a consortium changes during the bid process, it is the obligation of the Lead to notify the Board of such change in writing.
- c) If a proposal submitted on behalf of a consortium is the Successful Proponent, and the structure or membership of the consortium changes, the Board may, at its sole discretion, decide whether the Agreement requires amendment, replacement or termination.

**8. FINANCIAL PROPOSAL**

All proponents must submit Pricing Sheet below as a financial submission forming a part of the proposal. Any alternative forms of submission will not be accepted.

<b>TPI Program Service Component</b>	<b>Proposed Fee</b>
DIAGNOSTIC SERVICES/ per claimant	
TPI PROGRAM SCREENING/ per claimant	
BASIC SERVICES (DAILY RATE)	
ENHANCED SERVICES (DAILY RATE)	
SUPPORT SERVICES – AUGMENTATION OF BASIC & ENHANCE (DAILY RATE)	
INTENSIVE SERVICES (DAILY RATE)	
PSYCHOLOGY/HOUR	
EXPOSURE THERAPY/HOUR	
EDMR/HOUR	

IN-VITRO SYSTEMATIC DESENSITIZATION/HOUR	
COGNITIVE PROCESSING THERAPY/HOUR	
WORKSITE REINTERGRATION/HOUR	
EXERCISE THERAPY/HOUR	
INTERDISCIPLINARY TEAM/HOUR	
ICBT PLATFORM/PER WORKER	

## 8.2 CERTIFICATION BLOCK

Certification of the proposed pricing by an authorized representative of the Proponent's organization will include:

- a) Signature;
- b) Name;
- c) Title; and
- d) Date.

## 9. REVIEW PROCESS

### 9.1. PROPONENT EVALUATION AND SELECTION

Proposals will be assessed and scored against the criteria set out in the technical part of Section 9.2 of the RFP. Proponents failing to achieve a score of 59.99% out of the 75% allocated to the technical components (i.e. line items 1-4 of Section 9.2) will not be further considered. Proponents achieving a score of 60% (out of 75%) and above on the technical part will be short-listed, and the Board may, with no obligation and in its sole discretion, elect to request some of the shortlisted proponents to conduct further Q&A/Presentation session with the WCB evaluation team.

Thereafter, providing the result of reference check is satisfactory, the WCB's intent is to enter into contract negotiations with the proponent who is determined to have the highest overall value. Subject to successful negotiation and execution of a contract, this proponent will provide the required services.

### 9.2. EVALUATION CRITERIA

The evaluation panel will validate proposal against the evaluation criteria as follows:

**Evaluation Criteria:**

<b>Requirement Description</b>	<b>Max. % of Overall Score</b>
<b>Proponent Background &amp; Experience</b>	15%
<b>Program Understanding, Approach, Methodology</b>	20%
<b>Service Requirements</b>	40%
<b>Financial Proposal</b>	25%
<b>TOTAL</b>	<b>100%</b>

**9.3. AWARD OF CONTRACT**

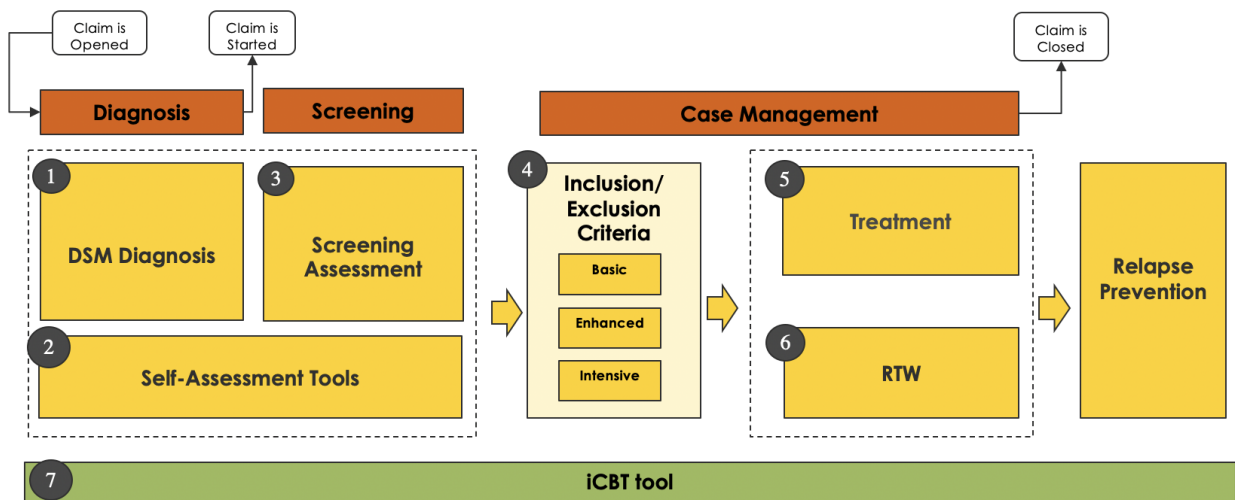
The parties will enter into negotiations acting in good-faith. The negotiations will have a maximum allowed duration of thirty (30) days after notification of success.

# APPENDIX A – TRAUMATIC PSYCHOLOGICAL INJURY PROGRAM

## 1. Background

The Workers' Compensation Board of Nova Scotia (WCB) is committed to supporting workers impacted by a traumatic psychological injury (TPI). This commitment resulted in the development of a comprehensive Mental Health Strategy for Injured Workers and the need to procure services to enable diagnosis, treatment, recovery and sustainable return to work (RTW).

Figure 1 – Continuum of Care for WCB's Traumatic Psychological Injury Program



The WCB is seeking a Proponent capable of offering a comprehensive TPI program, which incorporates diagnostic and treatment services (inclusive of Return to Work and Relapse Prevention Services), augmented by the offering of an internet-based cognitive behavioral therapy application (iCBT). These services will ensure Injured Workers are accessing the care they need and in doing so, enhancing both treatment and RTW outcomes.

The TPI Program is designed to address the psychological, medical, functional, musculoskeletal, cognitive and vocational needs of the Worker with a TPI to facilitate safe and sustainable return to work (RTW). As a result, WCB is looking for a proponent to offer a full range of services that will support Injured Workers in accessing the care required to sustainably RTW. Those services will include the following:

- Diagnostic Services;
- Treatment Services (including Screening Assessment);
- RTW Services: and,
- Relapse Prevention Services

It is expected that the integration of an iCBT application be part of the service offering within these categories.

## 2. Service Objectives

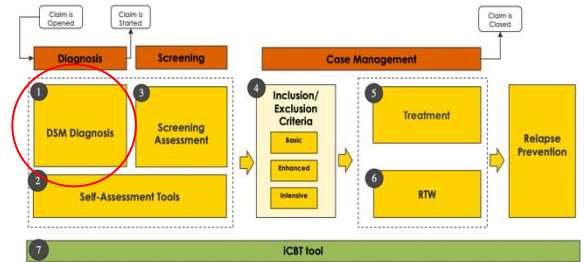
The specific objectives of the TPI Program include the following:

- Provide readily available access (within specific time frames) to diagnostic services, which are required prior to an Injured Worker commencing treatment;
- Ensure Injured Workers are provided the appropriate program of care based on their presentation, associated risk-factors and screening;
- Incorporate best practice approaches to Treatment:
  - Increase tolerance of fear - eliciting experiences related to the workplace accident or incident;
  - Increase tolerance for taking psychological risks, such as increasing the ability to tolerate high stimulus environments and learn to gauge appropriate threats;
  - Reduce isolation through socialization and establishing a structured day;
  - Provide the Worker with the skills to implement appropriate strategies to help cope with ongoing anxiety, depression, fatigue, isolation and pain;
- Develop behaviours which will improve the Worker's ability to return to and stay at work, function independently and benefit from other rehabilitation; and,
- Positively impact claim duration, cost and RTW outcomes.

## 3. Program Components

### 3.1 Diagnostic Services

One of the most crucial steps in supporting ideal mental health outcomes is ensuring individuals are provided with appropriate services, based on their level of need. There are clear legislative requirements for workers experiencing psychological injury. The current presumptive legislation (Section 12A) for TPI in Nova Scotia requires a DSM diagnosis prior to accessing treatment programs.

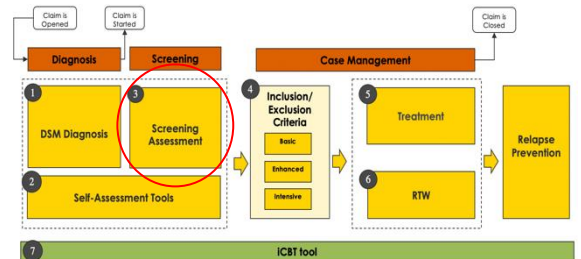


To enable timely access, the WCB is looking for a proponent who can offer the following:

- DSM diagnostic services, which must be delivered by either a:
  - Licensed and registered psychologist; or
  - Psychiatrist.
- DSM diagnosis and report within 14 days by the qualified clinician.
- Demonstrated ability to meet the time (diagnosis and report) and volume demands of the WCB, anticipated to be 300-500 referrals annually.

### 3.2 Screening Assessment

Identification of risks associated with TPI from the outset of a claim enables the Case Worker to better support workers and



employers to enable positive impacts on both treatment and RTW outcomes.

Inclusion of a Screening Assessment must be part of the Proponent's triage. Following diagnosis and verification of claim acceptance by the Case Worker, the Proponent will conduct screening of the Worker to identify possible risk factors that could impact their treatment or RTW outcomes. At minimum, the Proponent will need to screen for factors such as:

- Pain catastrophizing;
- Sense of injustice; and,
- Treatment resistance.

Screening results will inform treatment program and a recommendation for treatment intervention is shared with the relevant Case Worker.

### 3.3 Treatment Services

Treating psychological injuries can be difficult and complex, with variables that range from the severity of the diagnosis to the ability of the injured worker to access services. Offering a range of treatment services and/or standardizing the treatment approach is important to ensure workers impacted by a psychological injury are treated consistently, with individualized customization, and supported to RTW.

A key component of the continuum of care is the development of comprehensive Treatment Services, which will be delivered to Workers based on their unique needs. All programs must include specific focus on sustaining and/or facilitating RTW as well as integration of Relapse Prevention Services (see below) to provide ongoing support and to enable durable RTW.

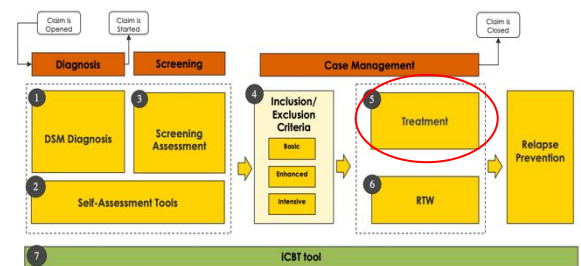
The ability for workers to access the right services at the right time, aligned with individual needs, is necessary to ensure effective care and outcomes. The following programs were developed to ensure Workers have access to the appropriate program of care based on their unique needs. Preference will be given to a Proponent who can demonstrate the effective use of screening and program offerings without linear usage to enable worker and WCB benefit.

The following programs embody treatment services:

#### **Basic**

Workers requiring this program of care generally exhibit the following characteristics:

- DSM diagnosis confirmed and claim accepted;
- Experiencing mild psychological symptoms requiring support;
- Remaining at work;
- Low risk of discontinuing work.





Treatment for workers most likely consists of psychological services to facilitate recovery and support ongoing job attachment.

Recommended best practice treatments may include:

- Cognitive behavioral weekly sessions for eight (8) to twelve (12) weeks total;
- Eye movement desensitization and reprocessing (EMDR) of between two (2) and twelve (12) sessions total;
- In-vitro systematic desensitization;
- Cognitive processing therapy; and,
- Prolonged exposure therapy.

The Proponent must also outline its approach to pharmaceutical management for Workers who require this additional support (e.g. referrals and/or coordination with primary physicians).

### ***Enhanced***

Workers requiring this program of care generally exhibit the following characteristics:

- DSM diagnosis confirmed and claim accepted;
- Experiencing moderate psychological symptoms requiring support;
- Currently not at work; and,
- Return to work likely with support needed as part of treatment program.

Best practice treatment for workers most likely consists of:

- Psychological and exposure therapy and may include exercise and psychological groups if indicated;
- In-vivo exposure;
- Worksite reintegration including job coaching in transitional RTW; and,
- Community reintegration including completing daily tasks and normal community living during community reintegration.

The Proponent must also outline its approach to pharmaceutical management for Workers who require this additional support (e.g. referrals and/or coordination with primary physicians).

### ***TPI Support Services – Augmentation of Basic and Enhanced***

If a Worker requires additional support but does not meet the threshold of requiring the integrated program, the Proponent can propose services that could enhance a Workers treatment and RTW outcomes. These services would be approved on a case by case basis, based on the unique needs of the Worker in question. In these cases, the Proponent will be expected to offer customized service offerings based on the Worker's diagnosis, screening assessment and treatment progress. The Proponent would be required to submit these recommendations to the Case Worker for review and approval.

## Intensive

Workers requiring this program of care generally exhibit the following characteristics:

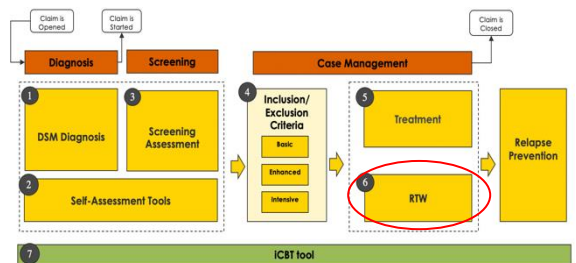
- DSM diagnosis confirmed and claim accepted;
- A failure to respond, or progress, with single service psychology;
- Experiencing more severe psychological symptoms requiring support;
- Possibility of concurrent functional limitations;
- Fear avoidance;
- Possible social isolation;
- RTW barriers - currently not at work with risk of not permanently returning; and
- Return to work support needed as part of treatment program.

Treatment for these Workers would consist of the deployment of an Interdisciplinary Team. This approach integrates a multidisciplinary approach to treatment of TPI with psychotherapeutic interventions. Trauma is experienced physically as well as psychologically. As a result, treating the body in conjunction with psychotherapeutic interventions is highly effective. Providing education about natural methods of stress reduction, and the psychobiology of fear is also valuable. It is expected that the Proponent can demonstrate how it would deploy an Interdisciplinary Team to the benefit of the Worker, particularly as it relates to achieving ideal treatment and RTW outcomes.

The Proponent must also outline its approach to pharmaceutical management for Workers who require this additional support (e.g. referrals and/or coordination with primary physicians).

### 3.4 Return to Work (RTW)

Embedded throughout the TPI Program's continuum of care is an emphasis on supporting a Worker in achieving positive treatment and RTW outcomes. While positive treatment outcomes can be measured based on a decrease in symptoms, RTW outcomes can be more difficult to demonstrate. Nonetheless, RTW is incredibly important in the inclusion and measuring the impact of a TPI service. Moreover, work is healthy and there is an inextricable link between the treatment of an individual and their RTW in a sustainable manner.



For Workers, the primary focus of RTW is to facilitate ongoing connection with the pre-injury employer. This is reflected in the hierarchy of objectives for vocational rehabilitation:

Primary goals:

- Return the Worker to the same work with the same employer
- Return the Worker to similar work with the same employer
- Return the Worker to different work with the same employer

Secondary objectives, after all options have been exhausted in keeping the Injured Worker with their current employer:

- Return the Worker to similar work with a different employer
- Return the Worker to different work with a different employer
- Re-train and/or re-educate the Worker for suitable/reasonably available job

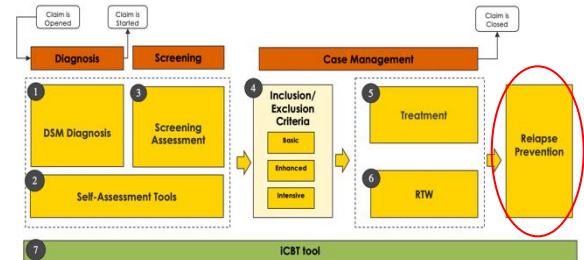
Examples of demonstrable RTW treatment include the following:

- Transitional return to work planning, including:
  - Workplace simulation
  - Job coaching
  - Job walk back
  - Skills training
  - RTW planning/visit
  - JSA (job site analysis, can include cognitive demands analysis)
  - Identification of opportunities and barriers for modified duties/hours/days in the workplace
  - Employer liaison and coaching
- Ergonomic assessments and recommendations
- Resiliency training
- Guided iCBT
- Vocational rehabilitation programming recommendations to the Case Worker where RTW at the pre-accident employer is not likely following treatment

The Proponent must demonstrate and articulate how they would incorporate RTW into each program of delivery. Moreover, the Proponent must outline what clinicians would be involved in the delivery of RTW specific work (e.g. Occupational Therapist). Proponents must be committed to RTW, demonstrate its inclusion throughout their treatment and subsequent reporting. This extends to the inclusion of RTW in the reporting of all treatment providers including the psychologists / psychiatrists.

### 3.5 Relapse Prevention

Workers experiencing TPI often require ongoing support post treatment and RTW. The Proponent should identify how it could support the sustainable RTW of Workers and how it may mitigate risks associated with relapses. Relapse refers to the reemergence of symptoms associated with a Worker’s TPI after they have ended treatment.



The Proponent should articulate its approach to relapse prevention in three key areas of self-management:

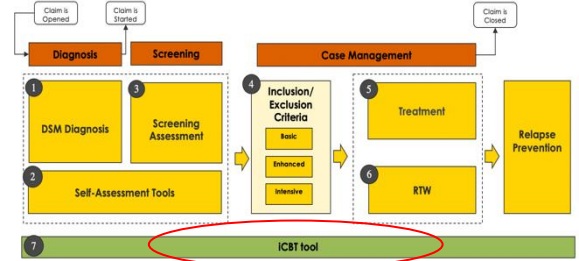
- Supporting Workers in identifying warning signs;
- Educating Workers on how to take action to mitigate those warning signs;
- Enabling on-going work connection; and,
- Ensuring Workers understand when to seek professional help.

The Proponent must demonstrate and articulate how they would incorporate Relapse Prevention into each program of service delivery.

### 3.6 Use of iCBT

The WCB is seeking proponents to leverage iCBT as part of overall program and service delivery. The iCBT service should include:

- diagnosis-specific support including but not limited to depression, anxiety disorders, PTSD, insomnia, and incorporate RTW focused CBT;
- mechanisms to monitor and manage crisis and suicide risk, including flagging systems and notification protocols to the WCB; and,
- robust patient engagement strategies, including treatment progress tracking, session completion and notification protocols for reduced or absent engagement.



The WCB is seeking an iCBT tool that augments the core TPI Treatment Services and can deliver RTW specific supports. As a result, much of the core functionality of the iCBT may include the following:

- Mental health assessments;
- Psychoeducation;
- Mental resiliency training;
- Thought balancing tools;
- Mood tracking;
- Workbook/scripting;
- Goal setting activities;
- RTW preparation;
- Mindfulness training; and/or,
- Relapse prevention.

Proponents should propose an iCBT offering that supports workers throughout the continuum of care to RTW as well as provide demonstrable evidence of positive treatment and RTW outcomes.

## 4. Service Durations

The goal of the TPI Program is to achieve positive treatment and RTW outcomes for Workers impacted by a TPI. Treatment timelines and the durations of each program must reflect best practice care. The following table is a reflection of best practices identified based on consultation with jurisdictional partners and reviewing available literature. It outlines the recommended service durations required to return a worker back to their employment (if they are not job attached):

Program of Care	Best Practice Standard (Weeks)	Extension Authorization	
		WCB Case Worker	WCB Consulting Psychologist
Basic	10	10-15	Over 15
Enhanced	12	12-16	Over 16
Intensive	12	12-16	+16

The Proponent will outline their proposed treatment program durations, along with rationalization for any timelines that deviate from the best-practice guidelines identified.

## 5. Staffing and Methods of Delivery

Programs outlined have a primary emphasis on the psycho-social management of workers experiencing a TPI. It is expected that the successful Proponent will assemble its Interdisciplinary Team with a clear emphasis on supporting workers with significant psycho-social needs. Specifically, the Interdisciplinary team for the Intensive Program must have three (3) of the following team members:

- Psychologist;
- Exposure therapist;
- Exercise therapist or kinesiologist;
- Physiotherapist; and,
- Social Worker.

**Note:** Preference will be given to Proponents who assemble their team with demonstrable emphasis on supporting the psycho-social needs of Workers in the TPI Program. This would likely include a Psychologist being involved.

The Psychologist must have:

- Training and experience in treating trauma;
- Education in the area of pain management;
- The ability to do cognitive behavioral treatment;
- The ability to provide assistance in facilitating the Worker's earliest and appropriate return to work or modified work; and,
- Experience in exposure and desensitization work through both in-vivo and in-vitro exposure.

It is preferred that the Psychologist have experience and certification in eye movement desensitization and reprocessing (EMDR) and/or prolonged exposure (PE). The team Psychologist must be approved and provide a training plan.

The Exposure Therapist/Social Worker must have:

- Experience or expertise in treating trauma;
- Experience or expertise in working with individuals with psychological disabilities;
- A demonstrated ability to work with volatile individuals; and,
- The ability to objectively address and support the Worker's recovery.

The Proponent will promote an educational approach, which will include:

- Discussing all assessment findings with the Worker;
- Involving the Worker in the goal setting process;
- Providing the Worker with specific information directed towards increasing the Worker's understanding of their TPI;
- Specific information directed towards increasing the Worker's understanding of the injury will include information relating to the following, as applicable;
  - TPI;
  - Symptom management;
  - Pain management;
  - Sleep management; and
  - Medication adherence to prescribing physicians' protocol.

The Proponent and designated team member will facilitate communication and involvement of all key stakeholders in the rehabilitation process. This includes but is not limited to: the Worker, Case Worker, Employer, treating physician, and family members.

Best practice research validates the importance of coordination of interdisciplinary care. It is expected that the interdisciplinary teams meet as a collective (interdisciplinary meeting) on a regular basis. It is also expected that all Worker or Case Worker issues raised will be addressed in a timely fashion. Interdisciplinary meeting reports will include treatment progress by each member of the interdisciplinary team with one member of the team acting as a Team Lead responsible for coordinating an integrated report documenting progress and authorization. Reports should be shared with the Case Worker within five (5) days of an interdisciplinary meeting.

The Proponent should clearly describe how their assembled Interdisciplinary Team would operate, including highlighting how often it would meet, how it would interact with Case Workers and how often.

Finally, the Proponent must also be able to provide the option of accessing all services outlined within this program through the use of virtual platforms (e.g. Zoom, Skype, etc.) and/or telemedicine. This mode of delivery aligns with the WCB's commitment to providing pathways to care for all Workers, irrespective of their geographic location. The use of these methods of service delivery are expected to be offered throughout the continuum of care, including for the purposes of diagnostic services, screening, and treatment.

## **6. Reporting**

### **6.1 Data Collection and Amendments**

The successful proponent will need to ensure they are able to accurately capture all data related to Injured Workers enrolled in TPI Programs. The successful proponent must have the capacity to collect

and manage data to ensure that the data reported to the Workers' Compensation Board of Nova Scotia is accurate, complete, reliable, and comprehensive.

The minimum data requirements for the TPI Program are outlined in section 6.3 Performance Measurement. The data is to be submitted electronically in an established time frame, as determined by the WCB as discussed with the successful Proponent during the contract negotiation process.

## **6.2 Outcome Reporting**

Timely and accurate reporting is required to ensure ongoing program evaluation and improvement.

Reporting of Return-to-Work (RTW) outcomes (including durability) must adhere to the current RTW definition and classifications used by the Workers' Compensation Board of Nova Scotia.

The Workers' Compensation Board of Nova Scotia classifies RTW as outlined below:

- Return the Worker to the same work with the same employer
- Return the Worker to similar work with the same employer
- Return the Worker to different work with the same employer
- Return the Worker to similar work with a different employer
- Return the Worker to different work with a different employer
- Re-train and/or re-educate the Worker for suitable/reasonably available job

## **6.3 Performance Measurement**

The evaluation of the TPI Program requires that the successful proponent must capture and report, at a minimum, on the following performance indicators and metrics for all three programs of care - Basic, Enhanced, and Intensive.

*TPI Program Related Key Performance Indicators and Metrics:*

- Time from Referral to Diagnosis;
- Time from Diagnosis to Program Initiation;
- Program Duration; and,
- Program Completion Rate.

*Internet-Cognitive Behavioural Therapy Related Metrics:*

- iCBT Service Utilization

*Telemedicine/Telehealth Related Metrics:*

- Telemedicine/Telehealth Utilization

*TPI Program Outcome Related Key Performance Indicators and Metrics:*

The successful proponent must report on the following over-arching TPI Program outcomes for each TPI Program of Care (Basic, Enhanced, Intensive), which include:

- Return-to-Work Post TPI Program Completion by Program;
- Progress and Outcome Reporting Timeframes;
- Program Participation and Costs;
- Return-to-Work Rate, as per the definitions outlined;
- Return-to-Work Durability (3, 6, and 12-months), using the RTW definitions outlined; and,
- Relapse Rate.



## APPENDIX “B” – SAMPLE CONTRACT

This Agreement made effective and entered into this XX day of XXXXXXX, 2020.

BETWEEN:

### **WORKERS’ COMPENSATION BOARD OF NOVA SCOTIA**

(hereinafter referred to as “the Board”)

OF THE FIRST PART

- and -

**XXXXXX INC.**

(hereinafter referred to as “the Service Provider”)

OF THE SECOND PART

**WHEREAS** the Board requires the Service Provider to, among other things, provide Strategic Advisory for Human Resource Modernization Project;

**AND WHEREAS** the Service Provider is able to provide these services upon the terms and conditions provided herein and specifically, as set out in the schedules attached hereto;

**AND WHEREAS** the work herein is collectively referred to as “the Project”;

**WITNESSETH THAT** for consideration, including the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. **SERVICES:**

- 1.1 The Service Provider shall, during the period commencing on the XXX and ending XXX provide services in accordance with the terms set out herein and the work outlined in Schedule "A" attached hereto.
- 1.2 The parties agree the services outlined herein will be provided by the Service Provider's assigned resources provided in Schedule "B" (Rates Schedule). If, for any reason any of the resources working on the Project who have been preapproved by the Board, is/are unable to continue to act in their capacity as identified herein during the term outlined in paragraph 1.1 of this Agreement, the Service Provider agrees to provide the Board (in advance) with a detailed explanation outlining the reason(s) why the individual(s) is/are unable to continue. The Board, in its sole discretion, shall determine whether the reasons provided are significant to warrant discontinuance of services and may request the Service Provider to provide a similarly qualified, knowledgeable, informed and skilled individual to fulfill the terms of this Agreement, or terminate the Agreement immediately in accordance with clause 3.4(iv) herein.
- 1.3 If the Board directs the Service Provider to replace any individual working on the Project in accordance with clause 1.2 above, the Service Provider shall do so immediately following consultation with the Board. If the Board is not satisfied with the qualifications or skill set of any proposed replacement, the Board can refuse the replacement and terminate this Agreement immediately in accordance with clause 3.4(iv) herein.
- 1.4 The Service Provider shall perform the work under the direction and always in accordance with the terms of this Agreement.
- 1.5 When anything is required to be done by the Board, it may be done by anyone duly authorized to act on the Board's behalf.
- 1.6 The work of the Service Provider will be overseen by the Board's XXXX (or designate).
- 1.7 The Service Provider warrants that unless otherwise agreed to in writing by the parties, services will be delivered in accordance with the Board's RFP number XXX and the Service Provider's submission in response dated XXX, copies of which are in the possession of both parties.
- 1.8 The parties agree that they can mutually modify the terms of this Agreement so long as any modifications are made in writing (in advance) and the parties are in agreement. Notwithstanding the foregoing, the Service Provider recognizes that the Board may, from time to time, adopt formal processes or recommendations that may apply to the services provided herein. While this Agreement is in effect, the Board warrants that any approved

processes or recommend to the Service Provider in writing and will form part of this Agreement.

1.9 The parties agree that if issues arise under this Agreement that cannot be resolved by mutual communication, the parties will address such matters in the following manner:

(a) Matters pertaining to the construction of the Agreement, amendments, interpretation of the Agreement, fees, or termination will be sent to the parties directed to receive notice under section 15 of this Agreement. Within 5 business days of the notice being received, a representative of each party will meet to determine whether a solution can be achieved;

(b) If no resolution to the challenges referred to in (a) above can be reached within 5 business days of the meeting also referenced therein, the parties will direct the matter to the heads of each of their organizations, or their designate, who will direct a representative to meet within 10 business days to further attempt to resolve the issues;

(c) Following (a) and/or (b) above, if no resolution has been achieved, the parties may refer the matter to mediation or arbitration (as mutually agreed) or attempt to resolve the matter by an alternate method upon the mutual, written consent of both parties.

## 2. PAYMENT

2.1 The parties agree services will be billed in accordance with Schedule "B" (Rates Schedule) and on the following assumptions:

### General Assumptions:

- Billing will be based on 8 hour day or part thereof
- All monies are in Canadian funds.
- HST of 15% will be billed in addition to the above prices.
- All work will be conducted within Halifax Regional Municipality. Travel time to and from the Board's offices for Service Provider resource will not be billed. If the actual work takes less time than the estimates provided, the Board will be billed actual time.
- Rates shall remain valid for the duration of this Agreement.

2.2 Notwithstanding anything herein contained, unless otherwise agreed to in writing, the total amount payable to the Service Provider under this Agreement shall not exceed \$XXX in Canadian funds (excluding taxes) and no work in excess of this limitation shall be undertaken during the term of this Agreement.

2.3 The Service Provider shall maintain appropriate accounting records for the services provided under this Agreement and shall make available to the Board such accounting records for

audit purposes as the Board may require (see Article 6 for greater clarity). The Service Provider will be responsible for all tax and income related remittances.

- 2.4 The Service Provider shall invoice the Board on a monthly basis as services are completed in accordance with the terms of this Agreement. Success of the services is based on fulfillment of the responsibilities by the Service Provider as outlined in Schedule "A" attached hereto. The Board agrees to affect payment of approved invoices within thirty (30) days of receipt. The Service Provider agrees that all invoices will include the Service Provider's logo and contact information, a detailed breakdown of the hours spent within each monthly period in order for payment to be authorized and forwarded to the Service Provider by the Board.

### **3. TERM OF AGREEMENT/TERMINATION**

- 3.1 Term of this Agreement shall be as defined in Paragraph 1.1 herein.
- 3.2 This Agreement may be terminated by the Board giving 14 calendar days' written notice of termination to the Service Provider.
- 3.3 In the event the Board elects to terminate this Agreement under this provision, the obligations of the Board to make payments to the Service Provider shall continue for services performed up to and including the date of termination but do not continue beyond that time period. The Board will also continue to be obligated to make payment on outstanding invoices for services performed up to and including the date of termination of this Agreement.
- 3.4 Notwithstanding Article 3.2, the Board may terminate this Agreement by written notice to the Service Provider to take effect immediately:
- (i) in the event that the Service Provider becomes insolvent or bankrupt or makes an assignment for the benefit creditors or receivers appointed of its business, or voluntary or involuntary petition in bankruptcy is filed or proceedings for the reorganization or winding up of the Service Provider are instituted;
  - (ii) on the breach by the Service Provider of its obligations under this Agreement;
  - (iii) on the wilful misconduct or neglect of duty by the Service Provider or any of its servants, agents, or employees;
  - (iv) on the inability of Service Provider resources to complete the services under this Agreement and failure by the Service Provider to provide acceptable replacement(s) in accordance with paragraphs 1.2 and 1.3 above.

- 3.5 Completion by the Service Provider of the services outlined in article 1 or termination of the Agreement by the Board in accordance with article 3.2 or 3.4, shall in no way relieve or be deemed to relieve the Service Provider from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set forth in articles headed Confidentiality, Rights in Data, Audit and Liability.
- 3.6 Upon request of the Board, the parties may extend the term (and the payment if necessary) under this Agreement by giving written notice of an intent to do so on or before the termination date defined in Paragraph 1.1 of this Agreement. Notwithstanding the foregoing, unless otherwise agreed between the parties, extensions cannot go beyond a total of four years from the initial start date set out in Paragraph 1.1.

#### **4. COPIES**

- 4.1 In the event of termination of this Agreement or of the completion by the Service Provider of the services outlined in article 1, the Service Provider shall deliver to the Board all materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data or other information submitted to the Service Provider or developed by the Service Provider in the performance of this Agreement, whether in draft or completed form. Notwithstanding the foregoing, the Service Provider shall have access to, or maintain copies of, any such confidential information as is necessary to support its work papers in accordance with applicable professional standards.

#### **5. CONFIDENTIALITY & SECURITY**

- 5.1 The Service Provider acknowledges that the Board is bound by the terms of s. 192 of the *Workers' Compensation Act*, S.N.S., 1994-95, c.10, the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5, the *Personal Information International Disclosure Protection Act*, S.N.S. 2006, c. 3, the *Privacy Review Officer Act*, S.N.S 2008, c.42, and Canada's Anti-Spam Legislation (CASL) titled: *An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic means of Carrying out Commercial Activities and to amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C., 2010, c. 23, and agrees to abide strictly by the terms of these and any other applicable laws respecting the collection, use and disclosure of personal information, confidential or sensitive information, and other information, including information touching on claims for compensation and claimants' right to privacy, that the Service Provider could become exposed to in the provision of services under this Agreement.

5.3 The Service Provider further agrees that:

- (a) no information arising, obtained or compiled in connection with the performance of this Agreement will be released to any third party without the prior written consent of a manager of the Board;
- (b) any information arising, obtained or compiled in connection with the performance of this Agreement by the Service Provider shall be used solely for the purpose of performing this Agreement and shall not be used for any other reason whatsoever;
- (c) the improper or unauthorized use or release of any information arising, obtained or compiled in connection with the performance of this Agreement, as determined by the Board, by the Service Provider shall be a basis for immediate cancellation of the contract by the Board;
- (d) the Board will immediately be informed of any request to the Service Provider for release of information involving this Agreement;
- (e) the Service Provider will notify the Board prior to storage or a request for release of Board information outside of Canada.
- (f) the Service Provider will use adequate safeguards to protect information arising, obtained or compiled in connection with the performance of this Agreement from inadvertent disclosure and will inform the Board immediately of any accidental or unauthorized use or disclosure of personal information; further, if the Service Provider is an entity regulated by the *Personal Information Protection Electronic Documents Act* S.C. 2000, c. 5 (PIPEDA), unless specifically exempted by the Governor in Council of Canada as per Part I of PIPEDA and written proof of exemption is provided to the Board, the Service Provider acknowledges and agrees that in connection with the performance of this Agreement:
  - (i) The Board will not be responsible for payment of any portion of a fine issued under the authority of section 10.1 of PIPEDA on the Service Provider for its failure to either: (a) report a breach of security safeguards (“breach”) to the Federal Office of the Privacy Commissioner (OPC) or affected individuals of a breach that poses a real risk of significant harm as defined in section 10.1(7) of PIPEDA (b) maintain a record of all breaches;
  - (ii) The Service Provider will indemnify the Board for reasonable expenses (including legal fees) incurred by the Board as a result of either an individual or the OPC being notified of a breach attributable to the Service Provider;
  - (iii) The Service Provider will indemnify the Board for any judgments or awards issued against the Board (via the establishment of any privacy torts or

otherwise), jointly with and/or severally from the Service Provider, which judgments or awards ultimately result from a breach attributable to the Service Provider;

- (iv) The Service Provider agrees it has appropriate policies and protocols in place with respect to: (a) security of Board information; (b) retention of records relating to any potential or suspected breaches; and (c) reporting of any potential or suspected breaches; and if requested by the Board, will provide the Board with such policies and protocols and/or breach reports provided to the OPC by the Service Provider as attributable to the services performed under this Agreement in the manner and timeframe requested;
- (v) Notwithstanding any of the above, the Service Provider will notify the Board immediately **(and prior to notifying the OPC or a potentially affected individual)** of any potential breach or any breach that could potentially give rise to a real risk of significant harm to provide the Board an opportunity to: (a) determine whether the breach does pose, or potentially poses a real risk of significant harm to the Board or affected individuals and (b) mitigate the risk so that the potential or real risk of significant harm does not exist/occur and the need for the Service Provider to report the breach to the OPC and/or affected individuals in the first place is eliminated.

## 6. AUDIT

- 6.1 Both parties acknowledge and agree that they will, respectively, maintain appropriate accounting records as are applicable to the fees and expenses charged for the services anticipated under this Agreement and shall make available to the other party such records for audit purposes as that other party may reasonably require.
- 6.2 Upon receipt of a written request from the other party, (or its contracted service provider for internal or external audit purposes), the party subject to such an audit, shall within 10 (ten) business days, provide the other party copies of files, data, correspondence, books and other records prepared or obtained in the performance of this Agreement for the purpose of conducting an audit of the fees and expenses charged for the Services. The information shall be made available for up to 2 (two) years after expiration or termination of this Agreement.

## 7. RIGHTS IN DATA

- 7.1 All research, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement (and specific to the Board) and all copyrights thereto, and all patents, trademarks and industrial designs arising therefrom, are

the property of the Board, and are hereby assigned by the Service Provider to the Board. The parties agree the intellectual property rights in pre-existing materials and information belonging to the Service Provider shall remain with or vest in the Service Provider and shall not be shared with any party by the Board unless prior written consent of the Service Provider is obtained. The Service Provider shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information which form the final product delivered to the Board, or any part thereof, without first having obtained the written consent of the Board.

- 7.2 The Board reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as the Board may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement which form or are part of the final product delivered to the Board by the Service Provider with the exception of any third party software. The Service Provider, however, upon full and final payment, shall grant to the Board a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, for the Board's internal business purposes, any Service Provider technology contained in the final product or information delivered to the Board.

## **8. INDEPENDENT CONTRACTOR**

- 8.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Service Provider is engaged as an independent contractor and neither the Service Provider, its Consultants, etc. (or assigns), shall be deemed to be employees, servants or agents of the Board.

## **9. LIABILITY**

- 9.1 The Board shall not be liable for any injury or damage (including death) to any person or for the loss of damage to the property of the Service Provider in any manner based upon, occasioned by or in any way attributable to the Service Provider's services provided under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of the Board while acting within the scope of their employment.
- 9.2 The Service Provider shall use due care in processing the Board's work. The Service Provider shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless caused by the Service Provider's negligence.
- 9.3 The Service Provider agrees to indemnify and hold harmless the Board from any and all claims for damages or loss arising in connection with the services performed under this Agreement by the Service Provider or its servants or agents.



- 9.4 The Service Provider agrees to have in place and maintain liability insurance and to provide proof of such coverage to the Board upon request. Such coverage will be for an amount not less than \$5,000,000.00 (five million dollars) per occurrence inclusive, which will include coverage for occurrences of bodily harm, personal injury, property damage and breach of confidentiality. Additionally, the Service Provider will have in place and maintain professional liability insurance in an amount not less than 2,000,000.00. The Service Provider will provide the Board with copies of all such insurance in writing within 14 days of a request from the Board. The Service Provider will provide the Board with ten (10) days advance written notice of cancellation or material change to this policy of insurance.
- 9.5 The Service Provider undertakes that it has a current safety program in place and has complied with its obligations under the *Occupational Health and Safety Act* and *Workers' Compensation Act* of Nova Scotia and that it will only retain the services of preauthorized subcontractors (if subcontractors are preapproved by the Board) with the same level of compliance.
- 9.6 The Service Provider warrants it has all necessary permits, insurance, licenses, designations or the like that may be necessary for the Service Provider to undertake the services herein, and that all such permits, insurance, licenses, designations or the like will remain in good standing for the term of the Agreement.

## **10. PERFORMANCE**

- 10.1 The Service Provider shall faithfully, honestly, and diligently provide services during the period of this Agreement.

## **11. TITLE AND ACCEPTANCE**

- 11.1 Except as otherwise provided in this Agreement, title to the product defined herein and in Schedule "A" attached hereto or any part thereof, shall vest in the Board upon delivery to and acceptance by the Board. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for shall vest and remain in the Board, and the Service Provider shall be responsible therefore, it being understood and agreed that such vesting of title in the Board shall not constitute acceptance and shall not relieve the Service Provider of its obligations to perform the work in conformity with the requirements of this Agreement.

## **12. PRODUCTS TO BE DELIVERED**

- 12.1 Under this Agreement the Service Provider will deliver the services as referred to in Schedule "A" attached hereto to the Board, and these services shall conform to the format and standards established by the Board during the course of the Agreement and conveyed to the Service Provider by notice.

12.2 No work shall be considered complete until it has been accepted and approved in writing by the Board.

**13. FORCE MAJEURE**

13.1 The Service Provider shall not be liable for failure to provide the services outlined in the Schedules attached hereto if such failure is due to causes beyond its reasonable control if, and only if, the Board is notified within five (5) days in writing of the existence of such a failure, its causes and the reasons for its being beyond the reasonable control of the Service Provider.

**14. ASSIGNMENT**

14.1 The Service Provider shall not assign or sublet this Agreement or any part thereof without the written permission of the Board obtained in advance.

**15. NOTICES**

15.1 All notices under this Agreement shall be deemed duly given; upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt requested; to a party hereto at the address set forth herein or to such other address as designated by a party by notice pursuant hereto. Nothing in this section shall prevent notice from being given by any other means.

**The Board:**

\_\_\_\_\_

(or such other individual designated by the Board)

**The Service Provider:**

\_\_\_\_\_

(or such other individual designated by the Service Provider)

**16. TIME SHALL BE OF THE ESSENCE**

16.1 Time shall be of the essence of this Agreement, provided that the time for completing any of the work that has been or is likely to be delayed by reason of Force Majeure may be extended at the Board's discretion if the other terms of this contract are satisfied.

**17. ENTIRE AGREEMENT**

17.1 This Agreement and the Schedules attached hereto or referred to herein as well as any extensions, addendums or amendments made thereto, constitute the whole Agreement between the parties unless otherwise stated herein or duly modified in writing and signed by both parties; further, no representation or statement, unless expressed in the foregoing manner, shall be binding upon either party.

## **18. GOVERNING LAWS**

18.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia and the parties hereby irrevocably submit to the jurisdiction of the courts of the Province of Nova Scotia.

## **19. CONSENT TO BREACH NOT WAIVER**

19.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

## **20. PARTIAL INVALIDITY**

20.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at the Board's option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

## **21. DEFINITION OF SERVICE PROVIDER**

21.1 References to the Service Provider shall include employees, servants and agents of the Service Provider, independent contractors to the Service Provider and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

## **22. POLICIES**

22.1 The Service Provider will, and will ensure any resource providing service under this Agreement will read, understand and comply with any applicable practices, procedures and policies of the Board as they may be, from time to time conveyed to the Service Provider.

## **23. BOARD PREMISES ACCESS & SUPERVISION**

23.1 The Service Provider acknowledges that access to Board premises will not be required to perform services under this Agreement. Access to other premises which may be required will be arranged directly between the Service Provider and the applicable organization. The Service Provider will indemnify and hold harmless the Board for any liability whatsoever in relation to the Service Provider performing services under this Agreement on other premises.

**24. AUTHORITY**

24.1 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

**25. OFFERS OF EMPLOYMENT**

25.1 Each party to this Agreement, throughout the term of the Agreement and for a period of six (6) months thereafter, hereby undertakes that, without the prior written approval of the other party, it shall not induce any employee(s) of the other party to terminate his or her employment with the other party.

**26. SPECIAL CONDITIONS**

26.1 The Service Provider agrees to maintain appropriate workers' compensation coverage throughout the term of this Agreement and to ensure any agents used by them are also covered by workers' compensation and to pay all workers' compensation assessments as they become due.

**27. EFFECTIVE DATE**

27.1 This Agreement shall take effect as if it has been executed by both parties on the XX of XX, 2020

**IN WITNESS WHEREOF** the Board and the Service Provider have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

WITNESSED BY:

DATED AT Halifax, Nova Scotia

this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

\_\_\_\_\_

**XXXX, Workers' Compensation Board of Nova Scotia**

WITNESSED BY:

DATED AT Halifax, Nova Scotia

this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

\_\_\_\_\_

**XXXXX**

**Successful Proponent**

SAMPLE