Request for Supplier Qualifications

For

Pilot Nurse Practitioner Funding Model

Solicitation #: RFSQ125008437 v.5

Date of Original Issue: September 10, 2025

Amendment No. 1 Date of Issue: October 1, 2025

Amendment No. 2 Date of Issue: October 20, 2025

Amendment No. 3 Date of Issue: November 10, 2025

Amendment No. 4 Date of Issue: November 20, 2025

Submission Deadline: November 27, 2025 @ 2:00pm NT

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DEFINITIONS

| | |
|---|---|
| THE AGENCY | Public Procurement Agency of Newfoundland and Labrador |
| AGREEMENT | Contract to perform the Deliverables |
| BUSINESS DAY | Any day other than a Saturday, Sunday or statutory holiday |
| CONTRACTED SUPPLIER | A Nurse Practitioner selected from the Qualified Supplier List who enters into a written Agreement with the Province |
| DEADLINE FOR QUESTIONS | The date and time before which all questions from prospective respondents must be submitted through the bidding system |
| DELIVERABLES | The broad set of goods and/or services sought by the Province to be performed by Contracted Suppliers. |
| ELIGIBLE RESPONSE | A Response validated by the Province to contain all mandatory submission requirements, prepared in accordance with the instructions set out in this RFSQ |
| ELIGIBLE SERVICES | Services within scope of practice for Nurse Practitioners and insured under the Medical Care Insurance Insured Services Regulations when provided by a medical practitioner. |
| NEGOTIATION PERIOD | The period of time during which the Province intends to execute Agreements with Selected Respondents |
| NOTICE OF SELECTION | Correspondence issued by the Province to Selected Respondents advising of its intent to finalize an Agreement for the Deliverables |
| POSTING PERIOD | Period of time between the Date of Original Issue and the Submission Deadline |
| QUALIFIED SUPPLIER LIST | A list of Respondents evaluated through this RFSQ process and deemed qualified to execute the Deliverables |
| THE PROVINCE | Government of Newfoundland and Labrador/GNL, as represented by the Department of Health and Community Services or a designate |
| QUALIFIED RESPONSE | A Response validated by the Province to satisfy all mandatory technical requirements presented in this RFSQ |
| RECTIFICATION NOTICE | Correspondence issued by the Province in response to a non-compliant Response, indicating its deficiencies and the manner by which those deficiencies can be remedied |

| | |
|---|---|
| RECTIFICATION PERIOD | Period of time during which a Respondent is invited to correct deficiencies in its Response, in accordance with the procedures outlined in this RFSQ |
| REGISTERED DOCUMENT TAKER | A Respondent or prospective respondent who has requested solicitation documents for this procurement through a registered vendor account within the bidding system |
| RESPONDENT | An individual that submits a Response to this RFSQ |
| RESPONSE | A submission in response to this RFSQ |
| RFSQ | Request for Supplier Qualifications |
| RFSQ CONTACT | Procurement official representing the Province |
| SUBMISSION DEADLINE | The date and time before which all Responses must be received |

[END OF DEFINITIONS]

# PART 1 INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Supplier Qualifications is an invitation by the Province to participate in the Pilot Nurse Practitioner Funding Model, as further described in Appendix C – RFSQ Particulars (Section A. The Deliverables).

### 1.1.2 Respondent must be Nurse Practitioner

A Respondent must be a nurse practitioner that, if selected, intends to enter into an Agreement with the Province. The service agreement will allow for a separate practice agreement to be established between Contracted Suppliers and private NP clinics to define collaborative and operational relationships at the clinic level. The Contracted Supplier will be responsible for the performance of the Deliverables.

### 1.1.3 Bidding System Registration

Prospective respondents must access this opportunity through a vendor account with the Province of Newfoundland and Labrador's electronic bidding system at: www.merx.com/govnl and register as a Registered Document Taker for this procurement. Through the vendor account, prospective respondents will be able to download solicitation documents, ask questions, receive amendment notifications, download amended documents, and submit Responses.

## 1.2 RFSQ Contact

Before the Deadline for Questions presented in Part 1.4, prospective respondents must initiate communications with the Province electronically through the bidding system. The Province will not respond to prospective respondents' communications by any other means before this date.

After the Deadline for Questions has passed, prospective respondents may contact the Province directly via the RFSQ Contact, but only as required by this RFSQ process. For the purposes of this procurement process, the "RFSQ Contact" will be:

Todd Smith

Public Procurement Agency

ppacontracts@gov.nl.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Province, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Response.

## 1.3 Contract for Deliverables

This solicitation is a qualification process for prospective respondents to participate in the Pilot Nurse Practitioner Funding Model, whereby service agreements for nurse practitioner services (Agreements) may be awarded.

### 1.3.1 Qualified Supplier List Availability

The Qualified Supplier List will remain active and open to prospective respondents for the duration of the pilot program. Access to the Qualified Supplier List will be made continuously available. Prospective respondents seeking to participate in the program after the Submission Deadline presented in Part 1.4 may contact the Department of Health and Community Services directly at HCSNP@gov.nl.ca.

## 1.4 RFSQ Timetable

| Solicitation | |
|---|---|
| Original Date of Issue | September 10, 2025 |
| Deadline for Questions | September 24, 2025 @2:00pm NT |
| Deadline for Issuing Amendments | November 20, 2025 |
| Submission Deadline | November 27, 2025 @ 2:00pm NT |

| Evaluation | |
|---|---|
| Opening of Responses | November 28, 2025 @ 2:00pm NT |
| Rectification Period | 5 business days from Rectification Notice |
| Final Confirmation of Responses | Week of December 8, 2025 |

| Negotiations | |
|---|---|
| Notification to Selected Respondents | Week of December 8, 2025 |
| Negotiation Period | Starting Week of December 8th, 2025 |
| Finalize Qualified Supplier List | March 31, 2026 |

Dates presented in the RFSQ timetable are tentative only and may be changed by the Province at any time.

## 1.5 Submission of Responses

### 1.5.1 Method of Submission

Responses must be submitted electronically, through the Government of Newfoundland and Labrador (GNL) bidding system at: www.merx.com/govnl. Responses submitted by methods other than the bidding system will not be accepted.

Prospective respondents who encounter technical issues during submission should contact the bidding system's technical support immediately. The Province cannot respond to technical enquiries related to the bidding system.

### 1.5.2 Respondent Enquiries and Responses

All enquiries and requests for clarification from prospective respondents must be submitted through the bidding system and shall be accepted up to the Deadline for Questions specified in Part 1.4. Enquiries and requests for clarification received after this date and time will not receive a response.

To ensure prospective respondents have equal access to information provided in response to enquiries, the Province will post responses through the bidding system. If the Province determines that a response to an enquiry may be applicable or helpful to other prospective respondents, the enquiry and response will be shared via the bidding system as an amendment. If the Province determines that content of an enquiry or response may compromise the anonymity of the enquiring prospective Respondent, the Province may generalize the enquiry and/or response before sharing.

### 1.5.3 Responses to be Submitted on Time

Responses must be finalized and fully uploaded to the bidding system on or before the Submission Deadline defined in Part 1.4. The attributable time of submission will be determined by the bidding system's clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Prospective respondents are cautioned that the recorded time of submission is based on when a Response is received by the bidding system, not when a Response is submitted. As the receipt of a submission may be delayed by technical factors related to transmission of data, prospective respondents are encouraged to submit Responses well in advance of the Submission Deadline. Respondents electing to submit near the Submission Deadline do so at their own risk.

The bidding system presents confirmation of receipt updates through Respondents' user profiles upon successful submission. If a confirmation of receipt update is not presented after submission, Respondents must contact the bidding system's technical support immediately.

### 1.5.4 Responses to be Submitted in Prescribed Format

Respondents shall submit their Responses as electronic files through the bidding system in the manner described below. Fillable forms will be made available through the bidding system for the convenience of prospective respondents.

Forms submitted via technical envelopes shall be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Respondents who encounter issues with submitting their Response via the bidding system must contact the technical support provided by the bidding system. The Province cannot respond to technical enquiries related to the bidding system.

Other than inserting the requested information into the fillable forms, prospective respondents may not make any other changes to the forms. A Response that contains any such changes, whether on the face of the form or elsewhere in the Response, may be disqualified.

Prospective respondents should refrain from submitting unsolicited materials such as product catalogues, promotional materials or other unsolicited marketing/informational materials with their Response. Response documents must not contain embedded files or hyperlinks to websites or other documents. Information submitted in this manner will not be considered.

### 1.5.5 Revisions to Responses Prior to Submission Deadline

Respondents may revise their submitted Responses prior to the Submission Deadline. However, the Respondent is solely responsible for ensuring that the revised Response is received by the bidding system before the Submission Deadline.

### 1.5.6 Amendments to Solicitation Documents

To ensure the consistency of information available to Respondents, the Province will post all amendments through the bidding system. At the time of posting an amendment, the bidding system will issue a notification to all Registered Document Takers.

Respondents are solely responsible for ensuring receipt of, and compliance with, all changes and information issued by way of amendment. The Province shall not be responsible for Respondents who fail to adequately inform themselves.

### 1.5.7 Withdrawal of Responses

At any time throughout the RFSQ process until the execution of a written Agreement for provision of the Deliverables, a Respondent may withdraw a Response. To withdraw a Response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the Respondent. The Province is under no obligation to return withdrawn Responses.

### 1.6. Public Openings

Public openings may be attended by any interested party and are now delivered via the Microsoft Teams meeting platform. To request an invitation to attend the Public Opening, email tenders@gov.nl.ca prior to the Submission Deadline referenced in Part 1.4. The subject of the email should read 'Interest in RFSQ125008437 Public Opening' in the subject. The body of the email must include the email address of the individual who will be joining the Microsoft Teams session. Email requests received after the Submission Deadline will not be acknowledged.

Prior to the opening, an invitation to the Teams meeting will be sent to the email address indicated in the request. For support related to Microsoft Teams, please visit https://support.microsoft.com/en-us/teams.

Only the Respondents' names will be released during this public opening.

[END OF PART 1]

# PART 2 EVALUATION AND AWARD

## 2.1 Stages of Evaluation and Award

The evaluation of and negotiations will occur in the following stages:

(a) Stage I: Compliance Testing

(b) Stage II: Technical Evaluation

(c) Stage III: Finalize Qualified Supplier List and Contract Awards

## 2.2 Stage I: Compliance Testing

During Stage I, each Response is reviewed to determine if all mandatory submission requirements as set out in Appendix C – RFSQ Particulars (Section C. Mandatory Submission Requirements) were prepared and submitted in accordance with the instructions provided in this RFSQ.

### 2.2.1 Determination of Compliance

Responses deemed by the Province to contain all mandatory submission requirements, prepared in accordance with the instructions in this RFSQ, become Eligible Responses and move forward to technical evaluation. The determination of a Response's compliance during Stage I is a preliminary result only. The Province reserves the right to review and revise Stage I compliance testing results at any subsequent stage in the evaluation and/or negotiation process.

Responses that do not contain all mandatory submission requirements, prepared in accordance with the instructions provided in this RFSQ, will be deemed non-compliant and cannot be evaluated. Non-compliant Responses will be subject to a rectification process, whereby Respondents are provided an opportunity to rectify the identified non-compliances.

### 2.2.2 Rectification Notice

After identifying a non-compliant Response, the Province will issue a Rectification Notice via email to the Respondent. The Rectification Notice will present a list of identified non-compliances, a reference substantiating each non-compliance; and procedures for rectifying the Response, including a deadline.

### 2.2.3 Rectification Period

The Rectification Period referenced in Part 1.4 will begin to run from the date and time that the Province issues the Rectification Notice. The Proponent will have a single Rectification Period to revise and submit a rectified Response. A rectified Response received after the Rectification Period deadline will be excluded from further consideration.

### 2.2.4 Scope of Rectification

Rectification is limited to the specific list of non-compliances presented on the Rectification Notice. A rectified Response must address only the non-compliances presented in, and only through procedures prescribed by, the Rectification Notice. For greater clarity, Respondents shall not make other revisions, or submit additional information, outside these parameters.

A rectified Response prepared and submitted accordance with the requirements of this RFSQ, and the applicable Rectification Notice, will replace, in full, only those parts of the original Response identified by the Rectification Notice as non-compliant. A rectified Response submitted with changes beyond the scope of the Rectification Notice may be disqualified.

### 2.2.5 Testing of Rectified Responses

If a Respondent submits a rectified Response during the Rectification Period which does not address all of the non-compliances according to the procedures prescribed by the Rectification Notice, that rectified Response will be excluded from further consideration.

If, through rectifying its Response, a Respondent creates new non-compliances, outside those presented in the Rectification Notice, those additional non-compliances will not be subject to further rectification processes and the rectified Response will be excluded from further consideration. If a Respondent submits a rectified Response in a manner inconsistent with the procedures prescribed by the Rectification Notice, that rectified Response will be excluded from further consideration.

Where a rectified Response is deemed compliant by the Province, it will move forward to technical evaluation as an Eligible Response.

## 2.3 Stage II: Technical Evaluation

Stage II will consist of the following:

(a) Mandatory Technical Requirements

### 2.3.1 Mandatory Technical Requirements

The Province will review all Eligible Responses to determine whether the requirements set out in Appendix C – RFSQ Particulars (Section D.) have been satisfied. All mandatory technical requirements will be evaluated as pass or fail. Questions or queries on the part of the Province as to whether a Response has satisfied the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.2.5. If a Response fails to satisfy the mandatory technical requirements it will be excluded from further consideration.

Eligible Responses that satisfy all Mandatory Technical Requirements (General Specifications) will move as Qualified Responses.

## 2.4 Stage III: Finalize Qualified Supplier List and Contract Awards

### 2.4.1 Notice of Selection and Preconditions of Award

After the completion of Stage III, all Qualified Responses will be eligible to be added to the Qualified Supplier List as Selected Respondents. The Selected Respondents will be issued a Notice of Selection via email from the Province. The Notice of Selection will trigger the Contract Negotiation Period and present any additional conditions of the negotiation process, including any applicable preconditions of award.

### 2.4.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in Part 3 of this RFSQ and will not constitute a legally binding offer to enter into a contract on the part of the Province or any Selected Respondent and there will be no legally binding relationship created with any Respondent prior to the execution of a written Agreement.

Negotiations may include requests by the Province for supplementary information from any Selected Respondent to verify, clarify or supplement the information provided in its Response or to confirm the conclusions reached in the evaluation.

### 2.4.3 Preconditions of Award

Selected Respondents will be required to satisfy all preconditions of award presented in Appendix D. Therefore, all Respondents should be prepared to provide any supporting documentation and respond to related correspondence in a timely fashion. The Notice of Selection will specify the mechanism by which these preconditions may be satisfied.

### 2.4.4 Time Period for Negotiations

The Province intends to conclude negotiations and finalize the Qualified Supplier List during the Contract Negotiation Period as presented in Part 1.4, commencing from the date the Province issues a Notice of Selection to the Selected Respondents to enter negotiations. All Respondents

should, therefore, be prepared to work co-operatively with the Province to satisfy any preconditions of award and conduct negotiations expeditiously.

### 2.4.5 Failure to Enter into Agreement

If a Selected Respondent is unable to satisfy the preconditions of award described in Appendix D within the Negotiation Period defined in Part 1.4, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Selected Respondent. If negotiations with a Selected Respondent are terminated, that Respondent is no longer eligible for the Qualified Supplier List.

### 2.4.6 Establishing Qualified Supplier List

All Selected Respondents who satisfy the preconditional of award will be eligible for contract award. Contract Awards will be published via the bidding system.

## [END OF PART 2]

# PART 3 TERMS AND CONDITIONS

## 3.1 General Information and Instructions

### 3.1.1 Respondents to Follow Instructions

Respondents should structure their Responses in accordance with the instructions in this RFSQ. A Respondent who submits conditions, options, variations, or contingent statements either as part of its Response, or after receiving a Notice of Selection, may be disqualified.

### 3.1.2 Responses in English

All Responses must be submitted in English only.

### 3.1.3 No Incorporation by Reference

The entire content of a Response should be submitted in a fixed form, and the content of websites or other external documents or information, referred to in the Response but not included, will not be considered to form part of its Response.

### 3.1.4 References and Past Performance

As part of the evaluation process, the Province may seek out and consider information provided by a Respondent's references. The Province may also consider a Respondent's past performance or conduct on previous contracts with the Province or other institutions.

### 3.1.5 Information in RFSQ Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of amendment. Any quantities shown or data contained in this RFSQ or provided by way of amendment are estimates only, provided for the sole purpose of indicating the general scale and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a Response.

### 3.1.6 Respondents to Bear Their Own Costs

The Respondent will bear all costs associated with or incurred in the preparation and presentation of its Response, including, if applicable, costs incurred for interviews or demonstrations.

### 3.1.7 Response to be Retained by the Province

The Province will not return any Response or accompanying documentation submitted by a Respondent.

### 3.1.8 Trade Agreements

Respondents should note that procurements falling within the scope of the Canadian Free Trade Agreement and/or international trade treaties that Canada is signatory to are subject to those trade agreements but that the rights and obligations of the parties to any Agreement will be governed by the specific terms of this RFSQ.

### 3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to Contracted Suppliers. The Agreements with the Selected Respondents will not be exclusive contracts for the provision of the described Deliverables. The Province may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## 3.2 Communication after Issuance of RFSQ

### 3.2.1 Point of Contact

The RFSQ Contact listed in Part 1.2 will act as the sole and official contact. Communications from sources other than the RFSQ Contact shall be considered as unofficial and not binding on the Province. Enquiries by prospective respondents shall be addressed in the manner described in Part 1 – Invitation and Submission Instructions. The Province is under no obligation to provide additional information, and the Province shall not be responsible for any information provided by or obtained from any other source.

### 3.2.2 Respondents to Seek Clarification

It is the responsibility of prospective respondents, in advance of the Deadline for Questions, to seek clarification on any matter it considers to be unclear or is otherwise concerning. The Province shall not be responsible for any misunderstanding on the part of a prospective respondent concerning this RFSQ, its processes or requirements.

Prospective respondents shall promptly examine all of the documents comprising this RFSQ and shall report any potential errors, omissions or ambiguities as enquiries submitted through the bidding system. Such enquiries must be submitted on or before the Deadline for Questions presented in Part 1.4.

### 3.2.3 All New Information to Respondents by Way of Amendment

This RFSQ may be revised only by amendment in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated via amendment. Each amendment forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ.

All amendments will be issued through the bidding system, including those arising from enquiries from prospective respondents. Electronic notifications will be issued by the bidding system to all Registered Document Takers when an amendment is released. Prospective respondents are responsible for obtaining and reviewing all amendments issued by the Province.

#### 3.2.4 Post-Deadline Amendments and Extension of Submission Deadline

If the Province determines that it is necessary to issue an amendment after the Deadline for Issuing Amendments, the Province may extend the Submission Deadline for a reasonable period of time.

#### 3.2.5 Verify and Clarify

When evaluating Responses, the Province may request further information from a Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's Response, including but not limited to clarification with respect to whether a Response meets the mandatory technical requirements set out in Appendix C – RFSQ Particulars. The Province may revisit and re-evaluate a Response or its ranking on the basis of any such information. Any information received by the Province from a Respondent shall, if accepted by the Province, form an integral part of the Response.

### 3.3 Notification and Debriefing

#### 3.3.1 Notification to Other Respondents

In accordance with section 30 of the *Public Procurement Regulations*, once an Agreement is awarded by the Province, the outcome of the RFSQ will be publicly posted at www.merx.com/govnl.

#### 3.3.2 Debriefing

Unsuccessful Respondents may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the RFSQ Contact. The intent of the debriefing information session is to aid the Respondent in presenting a better Response in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

#### 3.3.3 Respondent Complaint Process

If, after attending a debriefing session described in Part 3.3.2, a Respondent wishes to register a complaint with respect to the RFSQ process, it must provide the complaint in writing to the RFSQ Contact within fifteen (15) business days of the debriefing and in accordance with section 25 of the *Public Procurement Regulations*, as amended.

The written complaint must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. The Province will review the complaint and respond to it within fifteen (15) business days of receiving it.

Respondents should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a Respondent wishes to dispute a matter under an applicable trade agreement, the Respondent must follow the process set out in the trade agreement.

## 3.4 Conflict of Interest, Unfair Advantage and Prohibited Conduct

### 3.4.1 Conflict of Interest or Duties

For the purposes of this RFSQ, the term "Conflict of Interest" refers to a conflict between the official duties and private interests of a public office holder or a Crown agent or a situation where a public office holder or Crown agent leverages their position for personal gain. In relation to the RFSQ process, Respondents are required to immediately disclose to the RFSQ Contact any real, potential or perceived conflict on interest, including but not limited to:

(a) having been involved in the development of the RFSQ; or

(b) having provided advice or assistance in the development of the RFSQ.

For the purposes of this RFSQ, the term "Conflict of Duties" refers to a conflict arising between competing responsibilities. In relation to the performance of obligations under a contract for the Deliverables, the Contracted Supplier is required to immediately disclose to the RFSQ Contact any commitments, relationships, or financial interests that could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations to the Province.

### 3.4.2 Unfair Advantage

In relation to this RFSQ process, Respondents are required to immediately disclose to the RFSQ Contact any existing unfair advantage or any behaviours undertaken that may, directly or indirectly, result in acquiring an unfair advantage over other Respondents, including but not limited to:

(a) as a Respondent, having or having access to confidential information of the Province, unavailable to other Respondents, that could, or could be seen to, advantage its Response; and

(b) as a Respondent, receiving advice or assistance in the preparation of its Response from any individual or entity that was involved in the development of the RFSQ.

### 3.4.3 Prohibited Conduct

For the purposes of this RFSQ, the term "Prohibited Conduct" refers to conduct detrimental to achieving best value, transparency and accountability in procurement.

In relation to this RFSQ process or the performance of obligations under a contract for the Deliverables, Respondents / Contracted Suppliers must not engage in Prohibited Conduct, including but not limited to:

(a) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process);

(b) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair;

(c) communicating directly or indirectly with the media in relation to this RFSQ or any agreement entered into pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact;

(d) engaging directly or indirectly in any form of political or other lobbying whatsoever to influence the evaluation and selection process to identify the Contracted Supplier;

(e) creating barriers to competition through the manner in which it performs its existing contracts;

(f) failing to provide information within its control or otherwise engaging in conduct obstructive to a fair competitive procurement process;

(g) engaging in illegal business practices, including bid-rigging, price-fixing, bribery, fraud, coercion, or collusion;

(h) engaging in any unethical conduct, including lobbying, as described above, or other inappropriate communications;

(i) offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Province; and

(j) engaging in deceitful behaviour, including submitting Responses containing misrepresentations or other misleading or inaccurate information.

### 3.4.4 Harassment

In relation to this RFSQ process or the performance of obligations under a contract for the Deliverables, Respondents / Contracted Suppliers shall interact with representatives of the Province in a manner free from harassment as defined by the GNL Harassment Free Workplace Policy.

3.4.5 Remedies

In relation to this RFSQ process, the Province may disqualify a Respondent or rescind an invitation to negotiate a contract for any conduct, situation, or circumstances, determined by the Province, in its sole and absolute discretion, to constitute Conflict of Interest, Conflict of Duties, Unfair Advantage, Prohibited Conduct, or Harassment.

In relation to the performance of obligations under a contract for the Deliverables, the Province may terminate a contract entered into with a Contracted Supplier for any conduct, situation, or circumstances, determined by the Province, in its sole and absolute discretion, to constitute Conflict of Interest, Conflict of Duties, Unfair Advantage, Prohibited Conduct, or Harassment.

3.4.6 Supplier Suspension

The Province may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

(a) failing to disclose a Conflict of Interest or Conflict of Duties;

(b) failing to disclose an Unfair Advantage;

(c) engaging in Prohibited Conduct;

(d) engaging in Harassment;

(e) refusing to honour its contractual commitments as a supplier;

(f) engaging in frivolous or vexatious claims in connection with the Province's procurement processes or contracts; or

(g) engaging in conduct obstructive to executing a fair, competitive and transparent procurement process.

In advance of a decision to suspend a supplier, the Province will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Province in making its final decision.

## 3.5 Confidential Information

3.5.1 Confidential Information of the Province

All information provided by or obtained from the Province in any form in connection with this RFSQ either before or after the issuance of this RFSQ, including any subsequent Agreements:

(a) is the sole property of the Province and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent contract for the Deliverables;

(c) must not be disclosed without prior written authorization from the Province; and

(d) must be returned by the Respondent to the Province immediately upon the request of the Province.

Information pertaining to any Department/User of the Province obtained by the Respondent as a result of participation in this project is confidential and must not be disclosed without written authorization from the applicable Provincial department(s).

Respondents must comply with the relevant privacy legislation of the Province (collectively, "Privacy Legislation"). The Privacy Legislation creates obligations for the Province and its service providers when personal information is collected, used or disclosed. Requirements include limited collection, use, disclosure and retention of any personal information.

For more information regarding the Province's respective privacy legislation, please refer to the Newfoundland and Labrador *Access to Information and Protection and Privacy Act, 2015* and the *Personal Health Information Act*.

### 3.5.2 Confidential Information of Respondent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015* (*ATIPPA, 2015*). A Respondent must identify any information in its Response or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Responses will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFSQ process, including the evaluation of Responses.

The Respondent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the Respondent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Province is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a Respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through Newfoundland and Labrador's Office of the Information and Privacy Commissioner at https://oipc.nl.ca/guidance/documents.

### 3.6 Procurement Process Non-binding

#### 3.6.1 No Contract A and No Claims

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 RFSQ 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 Respondent nor the Province 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 Response in response to this RFSQ.

#### 3.6.2 No Contract until Execution of Written Agreement

This RFSQ process is intended to identify prospective respondents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the Province by this RFSQ process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

~~3.6.3 Non-binding Price Estimates~~

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

#### 3.6.4 Cancellation

The Province may cancel or amend the RFSQ process without liability at any time prior to the execution of a written Agreement between the Province and a Respondent.

### 3.7 Governing Law and Interpretation

These Terms and Conditions of the RFSQ Process (Part 3):

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

### 3.8 Electronic Signature

The Public Procurement Agency, in consideration of section 11 of the *Electronic Commerce Act*, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for Responses. The electronic form of signature or consent must be directly related to the relevant response at issue and must be reliable, in a manner as determined by the Public Procurement Agency, for the purpose of identifying the person submitting the Response.

[END OF PART 3]

# APPENDIX A – FORM OF AGREEMENT FORMAT

The following sample agreement is an illustrative example only and any Agreement with a Contracted Supplier will be subject to negotiations.

AGREEMENT

BETWEEN:

**His Majesty in Right of Newfoundland and Labrador**, as represented by the Minister of Health and Community Services (the "Department")

AND:

XXXXXXXXXX (the "Practitioner")

(Individually a "Party", or collectively, the "Parties")

**This Agreement** made at XXXXXXXXXX in the Province of Newfoundland and Labrador this DD day of MM, YYYY.

**Whereas** the Department has introduced a pilot nurse practitioner funding model for provision of medically necessary services by nurse practitioners outside the Provincial Health Authority thereby increasing public access to primary health care;

**Whereas** the Department has issued a request for supplier qualifications for eligible nurse practitioners to provide the goods, services or works as are more particularly set out in this Agreement in accordance with the terms and conditions set forth herein;

**And Whereas** the Practitioner has agreed to provide those goods, services or works in accordance with the said terms and conditions of this Agreement and for the compensation hereinafter set forth.

**Now Therefore**, in consideration of the mutual agreements, promises, conditions and arrangements contained in this Agreement, and for the good and valuable consideration set forth herein, the Parties agree as follows:

1.0 Interpretation
2.0 Scope of Work
3.0 Payment
4.0 Term of Agreement and Termination
5.0 Confidentiality
6.0 Insurance
7.0 Liability and Indemnification
8.0 Reports
9.0 Audit
10.0 Other Conditions
11.0 Representations and Warranties
12.0 Default
13.0 Repayment
14.0 Notices
15.0 Signatures

[END OF APPENDIX A]

## APPENDIX B – SUBMISSION FORM FORMAT

### 1. Proponent / Respondent Legal Name

| Complete the table below by entering the required information for the Proponent / Respondent. | |
|---|---|
| Full Legal Name of Proponent / Respondent: | |

Please note that only the Full Legal Name of the Proponent / Respondent as presented above can be used for any subsequent contracting purposes.

### 2. Proponent / Respondent Address

| | |
|---|---|
| Street Address Line 1: | |
| Street Address Line 2: | |
| City: | |
| Province/State: | |
| Postal/Zip Code: | |
| Phone Number: | |
| Company Website: | |

### 3. Proponent / Respondent Remittance Address

| | |
|---|---|
| Street Address Line 1: | |
| Street Address Line 2: | |
| City: | |
| Province/State: | |
| Postal/Zip Code: | |

## 4. Primary Contact Information

| Identify a Primary Contact to represent the Proponent / Respondent during the RFSQ process and for any necessary clarifications or communications. | |
|---|---|
| Primary Contact Name: | |
| Primary Contact Title: | |
| Primary Contact Phone: | |
| Primary Contact Email: | |

## 5. Acknowledgment of Non-binding Procurement Process

The Proponent/Respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the solicitation document, 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 Province and the Proponent/Respondent unless and until the Province and the Proponent/Respondent execute a written agreement for the Deliverables.

## 6. Ability to Provide Deliverables

The Proponent/Respondent acknowledges that it has carefully examined all solicitation documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent/ Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ for the rates set out in its submission.

## 7. No Prohibited Conduct

The Proponent/Respondent declares that it has not engaged in any conduct prohibited by Part 3 of this RFSQ.

## 8. Provincial Supplier Declaration

A “provincial supplier” is defined in the Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador. A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis.

The Proponent / Respondent declares that it does not meet the definition of “provincial supplier”

The Proponent / Respondent declares that it meets the definition of “provincial supplier”

**9. Role Conflict and Unfair Advantage**

The Proponent/Respondent acknowledges its responsibilities under Part 3.4 of the RFSQ to disclose any role conflict or unfair advantage.

There are no perceived, potential or actual role conflicts or unfair advantage

There are, or may be, perceived, potential or actual role conflicts or unfair advantage

If the Proponent/Respondent selects YES, it must set out below the details of the perceived, potential or actual role conflicts or unfair advantage.

| |
|---|
| |
| |
| |
| |
| |
| |
| |

**10. Disclosure of Information**

The Proponent/Respondent hereby agrees that any information provided in this Proposal/Response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent/Respondent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Province to the advisers retained by the Province to advise or assist with the RFSQ process, including with respect to the evaluation of this Proposal/Response.

**11. Mandatory Forms and Materials**

The Proponent/Respondent encloses as part of the Proposal/Response the mandatory forms and documents out in Appendix C – RFSQ Particulars (Section C. Mandatory Submission Requirements).

[END OF APPENDIX B]

# APPENDIX C – RFSQ PARTICULARS

## Section A. The Deliverables

### CA.1 Background

#### CA.1.1 Client Department Background

The Department of Health and Community Services (HCS) of the Government of Newfoundland and Labrador (GNL) is responsible for setting the strategic direction for the province's health and community services system. HCS oversees policy development, health program design, service funding, and performance monitoring across all levels of care, including acute, long-term, community, and primary health care. In alignment with its mandate, HCS is committed to improving access to primary care services, supporting innovation in service delivery, and enabling a sustainable and person-centred health system.

#### CA.1.2 Program Background

In January 2025, Canada's then Minister of Health issued a new interpretation of the *Canada Health Act*, clarifying that medically necessary services provided by regulated health professionals—such as nurse practitioners (NPs), midwives, and pharmacists—must be publicly insured if those services would be covered when delivered by a physician. This procurement supports the implementation of a pilot NP Funding Model which provides public funding for NPs delivering insured, medically necessary services to patients outside Newfoundland and Labrador Health Services. This funding model aims to improve access to primary care, particularly for unattached patients, and to reduce demand on emergency and hospital-based services. By formalizing the role of NPs, who provide services outside the provincial health authority, the province can increase access to primary care services. Key stakeholders include individual NPs, HCS, Newfoundland and Labrador Health Services (NLHS) Family Care Teams, the College of Registered Nurses of Newfoundland and Labrador (CRNNL) and participating private NP clinics.

#### CA.1.3 Existing Business Systems and Processes

Contracted Suppliers participating in the pilot NP Funding Model must enroll in the provincial Electronic Medical Record (EMR) system. Setup costs of approximately $3,000 per practitioner and a monthly subscription fee of $199 will be covered by Government. Clinics will be integrated into the provincial data infrastructure, with EMR data flowing into the Provincial Data Warehouse. All patient scheduling and medical documentation must occur through the EMR, and Contracted Suppliers must consent to data sharing with GNL for quality, auditing and performance reporting purposes. Contracted Suppliers are expected to collaborate with HCS and/or NLHS to establish a formal affiliation arrangement with a Family Care Team located within their geographic area.

CA.2 Scope

CA.2.1 Statement of Deliverables

**Service Agreement**
Qualified Respondents will be invited to enter into a service agreement with GNL to deliver medically necessary primary care services outside NLHS. Contracted Suppliers under the service agreement will receive an annualized funding amount of $220,000 for 1,950 hours of services per year. Of the 1,950 service hours, 1,660 must involve direct patient care. The service agreement will allow for a separate practice agreement to be established between Contracted Suppliers and private NP clinics to define collaborative and operational relationships at the clinic level.

**Eligible Services**
Contracted Suppliers will provide both longitudinal and episodic patient care on an individual basis through the operation of their own practice or through an existing clinic. In-person visits shall constitute the primary mode of care delivery between Contracted Suppliers and patients. While virtual care may be offered at the discretion of the Contracted Supplier and with the patient's consent, most services are to be delivered through direct, in-person interactions.

Contracted Suppliers are required to deliver services that are within the scope of practice for an NP and insured under the *Medical Care Insurance Insured Services Regulations*. The 1,660 hours of direct patient care is time spent providing insured services through direct NP-patient interactions in real time. Additional tasks recognized and compensated as part of the remaining 290 service hours when related to the delivery of an insured service under the service agreement include but are not limited to: clinical reviews; care coordination and management; documentation; time spent preparing reports for GNL.

**Patient Panel Expectations**
Contracted Suppliers will be expected to work towards becoming the responsible primary care provider to a panel of 700-800 patients. Where the panel size expectation has not been met, Contracted Suppliers will be required to provide GNL with a business case including clinic operations, nature of services provided (e.g. episodic care) and efforts to meet the panel target.

**Patient Appointments**
Contracted Suppliers have full autonomy over their schedules and may determine how their service hours are distributed across the duration of the service agreement, provided that the total annual service hours required under the service agreement are fulfilled. Appointment types will align with the NLHS Appointment Types utilized in Family Care Teams, along the lines of what is outlined in the table below. Contracted Suppliers will be able to customize appointment type durations when required.

| Appointment Type | |
|---|---|
| **Comprehensive Wellness** *Completion of chronic disease and cancer screening on a patient* | 30 mins |
| **New Patient** *The first time the NP sees NEW patient - to reflect on-boarding only* | 30 mins |
| **Prenatal** | 30 mins |
| **Routine/Regular** | 15 mins |
| **Follow-up Appts** | 15 mins |
| **Women's Wellness** | 30 mins |

It is anticipated that Contracted Suppliers will primarily complete direct patient care appointments in 15- or 30-minute time slots. To meet the annual requirement of 1,660 direct patient care hours, this typically translates to approximately 13–26 appointments per day, depending on appointment length. It is recognized that factors such as patient population, patient complexity, and the range of insured services offered may influence appointment duration and, consequently, the number of appointments completed daily.

Contracted Suppliers are required to offer a minimum number of patient appointments after 5:00 pm and on weekends. After-hours appointments are included as part of the total annual commitment of 1,950 service hours:

- Weekend Coverage: One weekend day (7.5 hours) per quarter (Total: 4 days per year; 30 hours)
- Evening Coverage: Two evenings (3.75 hours each) per month (Total: 24 evenings per year; 90 hours)

**Contracted Supplier Responsibilities and Requirements**

Contracted Suppliers are responsible for all business and operational expenses and liabilities required to fulfill the Agreement. Expenses and liabilities may include, but are not limited to, the following:

- Labour and administrative support costs;
- Rent/lease payments for clinical space;
- Equipment and administrative/clinical supplies;
- Professional liability insurance; and,
- Commercial general liability insurance.

Contracted Suppliers are required to be covered under Commercial General Liability insurance covering property damage and bodily injury with a minimum $5,000,000 limit per occurrence and in the aggregate. This insurance shall include: Severability of Interests, Cross Liability, Blanket Contractual Liability, and Waiver of Subrogation.

Contracted Suppliers must enroll in, and maintain access to, the provincial EMR. Setup costs of approximately $3,000 per practitioner and a monthly subscription fee of $199 will be covered by GNL. Contracted Suppliers must utilize the provincial EMR for all patient scheduling and medical documentation. Contracted Suppliers will also be responsible for utilizing EMR data to provide Government with reports on the following performance indicators:

- Number of attached patients
- Number of patients seen
- Number and type of patient appointment slots completed
- Working hours
- Third next available appointment time.

GNL may adjust these indicators as required and may develop additional indicators.

GNL may audit records maintained by Contracted Suppliers for the purpose of ensuring compliance with the Agreement, including whether the services provided are eligible for funding.

To help increase patient access to a broader array of multidisciplinary services and supports available at the local level, Contracted Suppliers must commit to collaborate with the HCS and/or NLHS to establish a formal affiliation arrangement with a Family Care Team located within their geographic area.

**Funding and Service Hours**

Contracted Suppliers will receive an annualized funding amount of $220,000 for 1,950 hours of services per year. Of the 1,950 service hours, 1,660 must involve direct patient care. Opportunities for service agreements where the Contracted Suppler provides fewer than 1,950 service hours per year, as outlined in the table below, may be available at the sole discretion of the Minister of HCS or delegate. Funding and expectations for services and panel size would be pro-rated to reflect the hours outlined in the service agreement.

| **Hours Per Week* (FTE)** | **Annual Service Hours** | **Annual Direct Patient Care Hours** | **Patient Panel Expectation** |
|---|---|---|---|
| 7.5 hours/week (0.2 FTE) | 390 | 332 | 140-160 |
| 11.25 hours/week (0.3 FTE) | 585 | 498 | 210-240 |
| 15 hours/ week (0.4 FTE) | 780 | 664 | 280-320 |
| 18.75 hours/week (0.5 FTE) | 975 | 830 | 350-400 |
| 22.5 hours/week (0.6 FTE) | 1170 | 996 | 420-480 |
| 26.25 hours/week (0.7 FTE) | 1365 | 1162 | 490-560 |
| 30 hours/week (0.8 FTE) | 1560 | 1328 | 560-640 |
| 33.75 hours/week (0.9 FTE) | 1755 | 1494 | 630-720 |
| 37.5 hours/week (1.0 FTE) | 1950 | 1660 | 700-800 |

*Actual hours worked per week towards the annual service hour total may vary each week based on NP and/or clinic schedule.

Additional funding beyond the $220,000 base is available, on a prorated basis, for Contracted Suppliers who provide more than 1,660 direct patient care hours per year. A minimum panel size expectation may be set, proportional to the increase in direct patient care hours.

**Episodic Care Only Service Agreements**
At the sole discretion of the Minister of HCS or delegate, there are two opportunities available for service agreements limited to **episodic care only**, without a minimum patient panel expectation.

Option 1: Prorated Episodic Care Only Service Agreement

- Eligible for Qualified Respondents who do not work a full-time equivalent (1.0 FTE) in either the public system (NLHS) or a private clinic.
- Qualified Respondents can only commit to working 390 hours annually (0.2 FTE) or 585 hours annually (0.3 FTE).
- The funding amount will be calculated as a prorated portion of the $220,000, based on the annual service hours committed.
- No patient rostering.
- All other Deliverables remain unchanged.

Option 2: Episodic Care Incentive Service Agreement

- Eligible for Qualified Respondents who currently work a full-time equivalent (1.0 FTE) in either the public system (NLHS) or a private clinic (including under this funding model).
- Qualified Respondents must commit to a minimum of 195 direct patient care hours per year (equivalent to 0.1 FTE).
- Annualized funding amount of $28,330 for 195 direct patient care hours.
- Qualified Respondents may commit to more than 195 direct patient care hours annually, with funding to be prorated accordingly.
- No patient rostering.
- All other Deliverables remain unchanged.

CA.2.2 Business Objectives

This procurement will enable the GNL to pilot a new funding model that will provide public funding for NPs delivering medically necessary insured services to patients outside NLHS. This funding model program aims to:

(a) Expand access to comprehensive primary care, particularly for unattached patients who are without a most responsible primary care provider;

(b) Reduce pressure on emergency departments;

(c) Promote sustainability through annualized funding for NP services;

(d) Encourage innovation in clinic models and service delivery; and

(e) Comply with the Canada Health Act Services Policy.

The initiative reflects GNL's broader commitment to strengthening the primary care workforce and supporting self-regulated health professionals to work to their full scope in community settings.

CA.3 Timeline

The Contracted Suppliers shall execute the following in accordance with the schedule tabled below. The schedule may be modified by Province at its sole discretion.

| Milestone | Description of Event | Timeline |
|---|---|---|
| 1. | Engage with eDOCSNL staff to begin EMR clinic needs assessment/ onboarding | 1 day after notification to Qualified Respondents |
| 3. | Engage with eDOCSNL to obtain Nurse Provider Participation Agreement | 1 week after contract execution |
| 4. | Engage with NLHS to begin discussions on the development of a formal affiliation arrangement with a Family Care Team | 2 weeks after contract execution |
| 5. | Return signed Nurse Provider Participation Agreement to eDOCSNL, copied to the Department of Health and Community Services | 2 weeks after contract execution |

CA.4 Payment Schedule

Contracted Suppliers will receive an annualized funding amount of $220,000 for 1,950 hours of services per year, or a funding amount prorated in accordance with hours of direct patient care provided, inclusive of all business costs. Contracted Suppliers will receive payment bi-weekly.

**Payment Review and Reconciliation**

GNL will review the service hours reported by each Contracted Supplier on a monthly basis. At approximately the six-month point of each fiscal year, the Province will issue a summary letter to each Contracted Supplier, outlining the total service hours paid and worked to date, providing a clear snapshot of progress. This will help Contracted Suppliers assess their status and make any necessary scheduling adjustments to ensure they meet the service hour requirements outlined in their agreement. No payment adjustments will be made at this time.

At the end of the fiscal year (March 31), payments will be reconciled against service hours worked. The reconciliation process will confirm the total hours worked compared to the service hours paid as outlined in the service agreement, and to inform any required payment adjustments. If a Contracted Supplier has not met the contracted service hours, the funding amount will be pro-rated to reflect the actual hours worked. Adjustments may include reducing future payments to recover any excess amounts paid during the duration of the service agreement or, if the agreement is terminated, requiring repayment of any overpayments to the Province.

Any hours worked during the 2025–26 fiscal year will be carried forward and reconciled at the end of the following fiscal year (March 31, 2027).

[End of Section A.]

# APPENDIX C – RFSQ PARTICULARS

**Section B. Material Disclosures**

CB.1 The Province shall issue contracts and purchase orders reflecting the legal name of the Contracted Supplier as submitted on the Fillable Submission Form, represented in Appendix B. Any discrepancies in name between the Fillable Submission Form and Respondents' bidding system account profile is subject to rectification.

CB.2 As a precondition of award, the Province may require a Selected Respondent to provide documentation that evidences, to the satisfaction of the Province any part of its Response, including, but not limited to, any mandatory technical requirement or content proposed in the Fillable Rated Criteria Form.

CB.3 Access to the Qualified Supplier List will be made continuously available. Prospective respondents seeking to participate in the program after the Submission Deadline presented in Part 1.4 may contact the Department of Health and Community Services directly at HCSNP@gov.nl.ca.

CB.4 One EMR instance will be utilized to support the funding model, meaning one EMR will be shared with all other Contracted Suppliers participating in the model. Contracted Suppliers currently using an EMR in the private sector will be required to transition to the new EMR instance for any services delivered under the model, which may involve migrating their existing EMR data. Similarly, Contracted Suppliers who also work within Newfoundland and Labrador Health Services and use EMR will need to adopt the separate shared EMR instance specifically for work performed under the funding model**.**

CB.5 Contracted Suppliers are not permitted to commence work under the service agreement until the EMR setup/onboarding process is fully completed.

CB.6 The eDOCSNL program providers within Newfoundland and Labrador Health Services will have access to, and work within, the EMR instance for the NP funding model.

CB.7 GNL reserves the right to act on information provided by the College of Registered Nurses of Newfoundland and Labrador regarding any sanctions that arise through a disciplinary process.

[End of Section B.]

# APPENDIX C - RFSQ PARTICULARS

**Section C. Mandatory Submission Requirements**

Each Response must include the following fillable forms, completed according to the instructions presented in the RFSQ.

(a) Fillable Submission Form (Appendix B)

(b) Fillable MTR Form (per Appendix C - Section D)

[End of Section C.]

APPENDIX C - RFSQ PARTICULARS

**Section D. Mandatory Technical Requirements**

This section presents the mandatory technical requirements. A fillable form reflecting the requirements of this section will be posted along with the RFSQ for the convenience of Respondents. Using the Fillable MTR Form, Respondents must confirm the ability to satisfy all presented requirements and, if successful, demonstrate compliance with these requirements during the term of the Agreement.

Responses that fail to confirm the ability to satisfy all of the presented requirements will be deemed non-compliant, subject to applicable rectification provisions. Subsequent to award, if a Contracted Supplier fails to adhere to these requirements during the term of the Agreement, its performance will be deemed non-compliant.

Further to Part 3.2.2, it is the responsibility of prospective respondents to review these requirements carefully and seek clarification on any matter it considers to be unclear or otherwise concerning. The Province shall not be responsible for any misunderstanding on the part of a Respondent concerning this RFSQ, its processes or requirements.

Questions and concerns related to these requirements must be submitted via the question and answer functionality of the bidding system in advance of the Deadline for Questions specified in Part 1.4.

| MANDATORY TECHNICAL REQUIREMENTS | |
|---|---|
| | **The Respondent acknowledges meeting the following minimum eligibility criteria at the time of submission and acknowledges the requirement of the Contracted Supplier to maintain these eligibility criteria throughout the duration of the Agreement:** |
| | **Registration and Professional Standing** |
| 1 | be registered as a Nurse Practitioner (NP) in good standing with the College of Registered Nurses of Newfoundland and Labrador (CRNNL); |
| 2 | have no conditions on their license and conduct their practice in accordance with the conditions of registration with CRNNL; |
| 3 | adhere to the College of Registered Nurses of Newfoundland and Labrador's Scope of Practice Framework, Code of Professional Conduct for all Registered Nurses and Nurse Practitioners, and self-employment nursing practice principles; |
| | **The Respondent acknowledges the requirement of the Contracted Supplier to:** |
| | **Practice Readiness and Clinical Requirements** |
| 4 | operate their own practice, or join an existing clinic, to deliver medically necessary services outside Newfoundland and Labrador Health Services; |
| 5 | deliver 1950 hours of eligible NP services per year, of which 1660 hours must involve direct patient care to receive full funding, however amended funding and expectations for services and panel size may be permitted at the discretion of the Minister of Health and Community Services (or delegate) on a prorated basis; |
| 6 | deliver services that are within the scope of practice for a NP and insured under the **Medical Care Insurance Insured Services Regulations**; |
| 7 | provide direct patient care primarily through in-person visits, with virtual care permissible at the discretion of the Contracted Supplier and with the patient's consent; |

| | |
|---|---|
| 8 | work towards becoming the most responsible primary care provider to a panel of 700-800 patients (except for episodic care only service agreements); |
| 9 | where the patient panel size has not been met, provide the Province with a business case including clinic operations, nature of services provided and efforts to meet the panel target (except for episodic care only service agreements); |
| 10 | commit to providing both longitudinal and episodic care (except for episodic care only service agreements); |
| 11 | offer the following minimum patient appointments after 5:00 pm and on weekends:<br><br>Weekend Coverage: One weekend day (7.5 hours) per quarter (Total: 4 days per year; 30 hours)<br>Evening Coverage: Two evenings (3.75 hours each) per month (Total: 24 evenings per year; 90 hours); |
| 12 | operate from a physical clinic space that supports the delivery of safe care, ensures the protection of privacy, and complies with accessibility standards; |
| 13 | maintain clear, complete, accurate, and timely documentation in the client's health record and comply with the requirements for confidentiality and storage of personal health information as outlined in the **Public Health Protection and Promotion Act**, the **Personal Health Information Act**, and other relevant legislation; |
| 14 | assume responsibility for all business and operational expenses and liabilities required to fulfill the service agreement, which may include, but not limited to:<br>•Labour and administrative support costs;<br>•Rent/lease payments for clinical space;<br>•Equipment and administrative/clinical supplies;<br>•Professional liability insurance; and,<br>•Commercial general liability insurance; |

| | |
|---|---|
| 15 | commit to collaborate with the Department of Health and Community Services and/or NLHS to establish a formal affiliation arrangement with a Family Care Team located within their geographic area; |
| | **Technology and System Requirements** |
| 16 | enroll in, and maintain access to, the provincial Electronic Medical Record (EMR) system; |
| 17 | complete required EMR onboarding and implementation planning processes; |
| 18 | utilize the EMR instance for all patient scheduling, medical documentation and reporting of key performance indicators as specified by the Province; |
| 19 | abide by all required EMR workflows established to support the funding model requirements; |
| 20 | sign the Nurse Provider Participation Agreement which establishes the terms and conditions of the Contracted Supplier's participation in eDOCSNL; |
| | **Documentation and Reporting** |
| 21 | provide the Province with the following key performance indicator metrics, primarily from EMR data reports, at time periods and in a format specified by the Province, for the purpose of performance monitoring and evaluation:<br>•Number of attached patients<br>•Number of patients seen<br>•Number and type of patient appointment slots completed<br>•Working hours<br>•Third next available appointment time<br>Government may adjust these indicators as required and may develop additional indicators; |
| 22 | participate in activities developed by the Province to evaluate the funding model; |

| | The Respondent acknowledges: |
|---|---|
| 23 | that a Contracted Supplier is not permitted to commence work under the Agreement until the EMR setup/onboarding process is fully completed; |
| 24 | that the Province may audit records maintained by a Contracted Supplier for the purpose of ensuring compliance with the Agreement, including whether the services provided are eligible for funding; |
| 25 | the requirement of a Qualified Respondent to provide the address and a detailed description of the physical location from which services will be delivered, upon request from the Province and prior to the execution of a written agreement for the Deliverables. The Description shall include an explanation of how the site supports the delivery of safe care, ensures the protection of privacy, and complies with accessibility standards; |
| 26 | the requirement of the Qualified Respondent to be registered with the Canada Revenue Agency as having a GST/HST Number under the name presented on the Fillable Submission Form. Qualified Respondents will be required to provide proof of GST/HST Registry, upon request from the Province and prior to the execution of a written agreement for the Deliverables; |
| 27 | the requirement of the Contracted Supplier be covered under Commercial General Liability insurance covering property damage and bodily injury with a minimum $5,000,000 limit per occurrence and in the aggregate. This insurance shall include: Severability of Interests, Cross Liability, Blanket Contractual Liability, and Waiver of Subrogation; |
| 28 | the requirement of the Qualified Respondent to provide the Province with current certificate(s) of Commercial General Liability insurance, prior to the execution of a written agreement for the Deliverables, in a form and content reasonably acceptable to the Province, verifying the required coverages and, where applicable, listing: His Majesty the King in the Right of Newfoundland and Labrador as Represented by the Department of Health and Community Services, PO Box 8700, St. John's, NL A1B 4J6, as an additional insured. |
| 29 | the requirement of the Qualified Respondent to complete and submit the Supplier Setup and Maintenance Form to the Province prior to the execution of a written agreement for the Deliverables to facilitate supplier onboarding and to ensure timely, accurate, and secure payments from the Province; |

| | |
|---|---|
| 30 | the requirement of the Qualified Respondent to provide proof of working a full-time equivalent (1.0 FTE) with either NLHS or a private clinic (including under this funding model), in a form satisfactory to the Province, as a condition for entering into an Episodic Care Incentive Service Agreement. |

[END OF SECTION D.]

# APPENDIX D – PRECONDITIONS OF AWARD

This section presents the preconditions of award. Qualified Respondents are required to satisfy all preconditions of award before becoming eligible for finalizing an Agreement. A Notice of Selection, issued by the Province to the Selected Respondent, will identify the processes by which the preconditions can be satisfied.

## D.1 Nurse Practitioner License

Qualified Respondents must provide proof of current licensure with the College of Registered Nurses of Newfoundland and Labrador, with confirmation that their nurse practitioner license is free of conditions.

## D.2 Hours of Work - Service Agreements with Longitudinal and Episodic Care

Qualified Respondents must indicate the number of hours they are prepared to commit to under the terms of the service agreement as specified in the table below. Only the service hour options listed in the table below may be selected.

| Working Days Per Week (FTE) | Annual Service Hours | Annual Direct Patient Care Hours | Patient Panel Expectation |
|---|---|---|---|
| 1 day/week (0.2 FTE) | 390 | 332 | 140-160 |
| 1.5 days/week (0.3 FTE) | 585 | 498 | 210-240 |
| 2 days per week (0.4 FTE) | 780 | 664 | 280-320 |
| 2.5 days/week (0.5 FTE) | 975 | 830 | 350-400 |
| 3 days/week (0.6 FTE) | 1170 | 996 | 420-480 |
| 3.5 days/week (0.7 FTE) | 1365 | 1162 | 490-560 |
| 4 days/week (0.8 FTE) | 1560 | 1328 | 560-640 |
| 4.5 days/week (0.9 FTE) | 1755 | 1494 | 630-720 |
| 5 days/week (1.0 FTE) | 1950 | 1660 | 700-800 |

### D. 3 Episodic Care (Exclusive) Service Agreement Request

If applicable, please indicate if you are applying to work exclusively under one of the following options for a service agreement for episodic care only and the proposed committed service hours:

Option 1: Prorated Episodic Care Only Service Agreement

- Eligible for Qualified Respondents who do not work a full-time equivalent (1.0 FTE) in either the public system (NLHS) or a private clinic.
- Qualified Respondents can only commit to working 390 hours annually (0.2 FTE) or 585 hours annually (0.3 FTE).
- The funding amount will be calculated as a prorated portion of the $220,000, based on the annual service hours committed.
- No patient rostering.
- All other Deliverables remain unchanged.

Option 2: Episodic Care Incentive Service Agreement

- Eligible for Qualified Respondents who currently work a full-time equivalent (1.0 FTE) in either the public system (NLHS) or a private clinic (including under this funding model).
- Qualified Respondents must commit to a minimum of 195 direct patient care hours per year (equivalent to 0.1 FTE).
- Annualized funding amount of $28,330 for 195 direct patient care hours.
- Qualified Respondents may commit to more than 195 direct patient care hours annually, with funding to be prorated accordingly.
- No patient rostering.
- All other Deliverables remain unchanged.

[END OF SECTION D]