Schedule 2 – Form of Request for Services and Form of Statement of Work (RFS/SOW)

A. Master Agreement Number – Tender #20973

B.1 Client Contact Information

Submit all documents in Word format by email to:

Client Representative: **Julia Bock**

Phone number: **N/A**

E-mail address: **Julia.bock@ontariohealthathome.ca**

Client Name: **Ontario Health atHome**

Branch: **Ministry of Health**

B.2 Invitation

This Request for Services ("RFS") is issued by "His Majesty the King in right of Ontario as represented by the Minister of the stated ministry in section B.3 under Vendor of Record Arrangement, Master Agreement tender_20973 and is an invitation to selected Vendors ("Vendors") to potentially provide Professional Medical Services. Vendors are requested to make submissions for the specifics described throughout the document, respond where indicated, and submit submissions by email as indicated in section B.1.

The Client expressly disclaims any intention to enter into a formal competitive process and expressly disclaims any obligation to any Vendor or the creation of a legal relationship prior to the execution of the Statement of Work (section D below).

This RFS and any Vendor submissions do not constitute a commitment by the Client to procure the goods or services described herein or the commitment of any Vendor to supply the goods or services described herein. The Client shall not be liable for any expenses incurred, including the expenses associated with the cost of preparing responses to this RFS by any Vendor.

The Client reserves the right to select one or more Vendors for this assignment. The Client makes no guarantee of the value or volume of work to be assigned to the successful Vendor. The Statement of Work (section D) executed with the successful Vendor will not be an exclusive contract for the provision of the Deliverables. The Client may contract with others for the same or similar Deliverables to those described in this RFS or may obtain the same or similar Deliverables internally.

All inquiries regarding this RFS should be directed in writing to the Client Representative (see B.1).

Each Vendor who responds to an RFS valued at $30,300 or more may request a debriefing within 60 days of the award of the Statement of Work. Vendors who provide “no bid” responses are not entitled to a debriefing.

B.3 RFS Background

Ontario Health atHome

We are Ontario Health atHome, ready to serve every person in Ontario. We partner with patients and caregivers, family physicians, hospitals, long-term care and retirement homes, service providers and Ontario Health Teams, to deliver responsive, accessible, integrated, patients-centered care.

Ontario Health atHome was proclaimed into force by the Government of Ontario in June 2024 with the amalgamation of the province’s 14 Home and Community Care Support Services organizations.

We are a single, provincial service organization with a mandate to coordinate in-home and community-based care for over 400,000 patients every month. We assess patient care needs, and deliver home and community care, including community nursing clinics, and manage the long-term care home placement process. We also provide access and referrals to other community services. In time, we will coordinate these services through Ontario Health Teams.

Ontario Health atHome is committed to helping everyone to be healthier at home through integrated and equitable care in partnership with the communities we serve.

Ontario Health atHome is committed to the practice of abilities management intervention, as a fundamental element of business. Ontario Health atHome recognizes the impact on human cost of disability for their employees and understands the financial cost for the organization. Ontario Health atHome self-insures their sick time/short-term disability benefits.

Deliverables:

Service Category 5 – Medical Doctor - Physician

The Occupational Health Physician shall provide independent medical consultation and expert occupational health advice to Ontario Health atHome in support of complex non-occupational Abilities Management matters. Services may include medical file reviews, doctor-to-doctor consultations, Independent Medical Evaluations, fitness-for-work assessments, return-to-work planning, accommodation recommendations, and

consultation with Ontario Health atHome Abilities Management, Occupational Health & Safety, and/or Human Resources professionals.

The successful proponent must be licensed in Ontario, possess significant occupational medicine experience, and demonstrate expertise in disability management, accommodation, human rights obligations, and fitness-for-work determinations within complex and unionized workplace environments.

The request for Occupational Health Physician is for support for non-occupational Abilities Management (AM) provincially.

AM has three (3) key components:

1) Adjudication of medical absence/leave (paid/unpaid sick time or short-term disability)
2) Early and Safe Return to Work (gradual return)
3) Accommodation (stay at work strategies)

To support the Ontario Health atHome Occupational Health and Safety team with consultation for complex Abilities Management cases, Ontario Health atHome is seeking an Occupational Health Physician to provide consultation and medical/clinical expertise as required. Ontario Health atHome would refer cases to the Occupational Health Physician when cases are complex and need further medical/clinical consultation.

The contracted Occupational Health Physician would be ad-hoc for fee for service support. Consultation with Ontario Health atHome HR/OHS personnel related to complex cases for any of the three (3) key components listed above.

- Consultation with employee primary care physicians or treating practitioner known as doctor-to-doctor consultation.
- Independent Medical Evaluations (IME)
- Provision of recommendations and guidance to Ontario Health atHome for matters related to but not limited to:
    - Human Rights Code under the duty to accommodate
    - Total disability from work

Written Report

The Occupational Health Physician will submit a written report excluding the diagnostic information except in situations that will be specified in the contract upon completion of the assignment. The written report will contain a synopsis as well as a full report. The report should include, but should not be limited to the following suggested headings:

- Names and credentials of personnel providing service(s)
- Statement of qualifications

- List of documents reviewed
- Purpose – the purpose of the assignment/project should be clearly stated
- Type – type of assessment or service provided
- Scope – list of relevant functional, medical, and workplace issues being assessed, including considerations arising under the applicable collective agreement, Human rights Code obligations, accommodation requirements, and return-to-work planning, where applicable.
- Method – summary of objective testing used and results and any subjective observations where required
- Other specialists required – if the current specialist is unable to assess or answer questions, the report should identify type of specialist required to make the appropriate assessment
- Results/findings or answers to questions – Ability to contact vendor/assessor to provide clarification
- Recommendations – where products/services/additional assessment are recommended
- The report should be written in plain language. Medical terms should be clearly defined or explained in plain language.
- Reports must exclude personal information that is not relevant to the employer
- All reports must be held confidential and should comply with privacy legislation
- The report will be required in Microsoft Word and any accompanying charts/data in Microsoft Excel
- A full report/addendum with relevant diagnostic and/or treatment recommendations to be sent to the Employee's treating health practitioner

Mandatory Requirements

Failure to meet these requirements will result in the proposal being disqualified from further evaluation.

- Licensed and in good standing with the College of Physicians & Surgeons of Ontario
- Demonstrated experience providing Occupational Health Physician consultation services, including disability management, fitness-for-work assessments, accommodation reviews, and return-to-work planning.
- Preferred experience with mental health services

Volume and Demand Estimates

Ontario Health atHome anticipates approximately 25-50 case consultations and 10-20 IME's annually. These volumes are estimates only and are provided solely for planning

purposes. Ontario Health atHome does not guarantee any minimum or maximum volume of work.

- Estimated number of referrals per year
- Historical number of complex AM cases annually
- Expected number of
    - Physician consultations
    - Doctor-to-Doctor consultations
    - IME's
    - Accommodation reviews
    - Return to work consultations
    - Average response time currently required

Service Delivery Requirements

The Occupational Physician will be engaged in the following:

- Ad hoc only or minimum commitment required
- Virtual versus in-person expectations
- Geographic coverage (all Ontario regions)
- Business hours
- Maximum turnaround times for:
    - Case review
    - Written opinions
    - IME reports
    - Urgent consultations
- For the turnaround times we are anticipating:
    - Initial consultations within 3 business days
    - Written recommendations within 5 business days
    - IME reports within 30 business days

C. Vendor Confirmation

The Vendor confirms:

☐ that the information and documentation it is providing is, to the best of its knowledge, complete and accurate;

☐ it has provided a current valid certificate of insurance for

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence, $2,000,000 products and completed operations aggregate. The policy is to include the following:

i. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Contract and all Statements of Work;
ii. contractual liability coverage;
iii. cross-liability clause;
iv. employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
v. 30 day written notice of cancellation, termination or material change;
vi. tenants legal liability coverage (if applicable and with applicable sub-limits); and,
vii. non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,

(b) errors & omissions/or medical malpractice liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract and in Statements of Work, in the amount of not less than $2,000,000 per claim and in the annual aggregate. The policy should remain in full force and effect for a period of not less than twelve (12) months following termination or expiry of the Contract or the last Statement of Work to terminate, whichever is later.

The obligations contained in this section shall survive the termination or expiry of the Master Agreement and all Statements of Work.

(c) cyber liability coverage in an amount of not less than $2,000,000.00 per claim including third party liability for network security breaches and privacy breach liability, and first party coverage for breach response services, and extended to include the failure to adequately protect confidential information including but not limited to personal (customer and employee) and corporate information.

The policy should also include the following:

i. the Indemnified Parties as Additional Insureds with respect to liability arising in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Agreement;

ii. the policy should remain in full force and effect for a period of not less than twelve (12) months following expiration or termination of the Agreement and any extensions thereof.

Additional required coverage may be set out in a Statement of Work for that Statement of Work.

The Vendor agrees to put in effect and maintain insurance for the Term of the Contract and each Statement of Work Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the above mentioned criteria.

☐ its submission represents an all-inclusive figure for the cost of the Deliverables including, but not limited to, (all delivery, insurance and any other overhead or other costs that may be incurred in the provision of the Deliverables. The Harmonized Sales Tax will be invoiced separately.

Vendor Legal Business Name:

Authorizer First Name:

Last Name:

Title:

☐ check to confirm that this person is authorized to submit response

Signature:

Date:

D. Statement of Work

(to be completed when a successful Vendor is selected to provide service)

D.1 Term of Statement of Work

This Statement of Work shall expire at the end of the Term (enter end date of contract).

The Client shall have the option to extend this Statement of Work for one further period of up to one (1) year, such extension to be upon the same terms (including Rates in effect at the time of the extension), conditions and covenants contained in this Statement of Work, expecting the option to renew. The option shall be exercisable by the Client upon fifteen (15) calendar days prior written notice to the Vendor setting forth the precise duration of the extension.

D.2 Deliverables, Rates and Payment Process

The Vendor agrees to provide the Deliverables to the Client in accordance with the terms and conditions of the Master Agreement and as more particularly specified in the related Request for Service (Section B) to this Statement of Work, subject to the Master Agreement, which established the maximum pricing for establishing Rates under a Statement of Work.

IN WITNESS WHEREOF the parties hereto have executed this Statement of Work effective as of the later of the two execution dates set out below.

“His Majesty the King in right of Ontario as represented by the Minister of the stated ministry in section B.3 that issued the Request for Service:

Signature:

☐ check to confirm that his person is an authorized representative

Authorizer First Name:

Last Name:

Title:

Date:

Signature:

☐ check to confirm that his person is an authorized representative

Authorizer First Name:

Last Name:

Title:

Date:

And the Vendor referenced in section C Vendor Confirmation as attached to this agreement:

Signature:

☐ check to confirm that this person is an authorized representative

Authorizer First Name:

Last Name:

Title:

Date: