

**REQUEST FOR VENDOR PRE-QUALIFICATION**

**RFPQ NO. 5443-25**

**FOR**

**ARTIFICIAL INTELLIGENCE (AI) SCRIBE SOLUTIONS**

**ISSUE DATE: FEBRUARY 20, 2025**

**SUBMISSION DEADLINE: 12:00:00 P.M. ET**

**ON**

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# REQUEST FOR VENDOR PRE-QUALIFICATION

## AI SCRIBE PROGRAM

### PART 1

#### INTRODUCTION AND BACKGROUND

##### 1.1 About Canada Health Infoway

Canada Health Infoway (“**Infoway**”) helps to improve the health of Canadians by working with partners to accelerate the development, adoption and effective use of digital health innovations across Canada. Through our partnerships, programs and work across the country, we help deliver better quality and access to care and more efficient delivery of health services for patients and clinicians. Established in 2001, Infoway is an independent, not-for-profit organization funded by the federal government whose members are Canada’s 14 Deputy Ministers of Health.

For more information about Infoway, visit <https://www.infoway-inforoute.ca/en/>.

##### 1.2 RFPQ Background and Context

This Request for Pre-Qualification (“**RFPQ**”) is issued by Infoway as a core component of its Artificial Intelligence Scribe Program (the “**AI Scribe Program**”).

The AI Scribe Program is specific to primary care providers, namely family physicians, nurse practitioners, registered nurses in remote communities, and pediatricians who provide longitudinal care in the community (“**PCPs**”).

Through the AI Scribe Program, Infoway plans to provide funding to enable up to 10,000 PCPs to access an artificial intelligence (“**AI**”) Scribe solution that securely summarizes or transcribes conversations with patients into detailed notes for clinicians (a “**Solution**”) to reduce their administrative burdens, allowing them to provide better care, improve work-life balance, and focus on what matters most: direct patient care.

By facilitating the adoption of Solutions, the AI Scribe Program aims to enhance patient/PCP engagement, improve care coordination, optimize clinical workflows, save time, reduce PCP burnout, and lay the foundations for enhanced data quality and standards-based interoperability.

From the perspective of the overall health care system, AI scribe technology has the potential to enable rapid alignment to national data standards, leading to improved data quality and data portability, ultimately resulting in a more connected health care system.

Under the AI Scribe Program, Infoway will not itself license or otherwise acquire any Solution; rather, it will enter into a Funding and Supply Agreement with each Pre-Qualified Vendor.

Under that Funding and Supply Agreement, Infoway will fund the license fees for up to 10,000 PCPs, across Canada, to access a Pre-Qualified Vendor's Solution as chosen by those PCPs. This will involve those PCPs, their professional corporations or the organization that employs or otherwise engages them to provide primary care (each, a "**Contracting Entity**") directly entering into a license or similar agreement with a Pre-Qualified Vendor for a specific number of PCP users (a "**Solution Agreement**"). Infoway will not be a party to the Solution Agreement.

Infoway will pay that funding directly to the applicable Pre-Qualified Vendor, according to the Funding and Supply Agreement with that vendor – and at the rate of a flat fee per active PCP user, per month over a period of 12 consecutive months (the "**Funded Period**"). For clarity, each Contracting Entity will have its own Funded Period. At this time, Infoway intends that each Contracting Entity could be onboarded and commence its Funded Period as soon as the Funding and Supply Agreements are signed (e.g., May, 2025) and as late as nine months after they are signed (e.g., December 31, 2025)

It is intended that any Contracting Entity will be able to continue to use a Solution beyond the Funded Period, if it wishes, at the Contracting Entity's expense.

At this time, Infoway has no confirmed allocation for the 10,000 PCP licenses in terms of regional or provincial/territorial allocations. As Solution Agreements are signed, Infoway will monitor which region and/or provincial/territorial jurisdiction the associated PCP users practice in, and reserves the right to allocate licenses across regions or jurisdictions, including capping or otherwise halting the distribution of licenses to avoid inequitable distribution of licenses across Canada.

In addition to Infoway's AI Scribe Program, this RFPQ is also issued in support of potential provincial and territorial initiatives described below. Infoway is aware that Ontario has launched a provincial procurement for AI Scribe. Regardless of whether this RFPQ and any provincial or territorial procurement for Solutions use different qualification criteria, Infoway intends to cooperate with any provincial or territorial program to maximize the use of Solutions – including to avoid duplication and minimize eligibility confusion with PCPs.

### **1.3 RFPQ Purpose and Vendor Roster**

This RFPQ is an open competitive procurement process.

The purpose of this RFPQ is to create a roster of pre-qualified vendors of Solutions (each, a "**Pre-Qualified Vendor**", all such vendors the "**Vendor Roster**"). The Vendor Roster will be composed of the 10 highest scoring Bidders, based on the evaluation process identified in the RFPQ. Of these 10, at least two Pre-Qualified Vendors will have a Solution currently available with a French interface and be able to provide technical and deployment support in French, in compliance with language laws applicable in the Province of Quebec.

At its discretion, within the first year after creating the Vendor Roster, if the Vendor Roster does not meet either of the above parameters, Infoway may repost this RFPQ every 3 to 6 months to allow new vendors to be added to the Vendor Roster so that it meets the above parameters.

The Vendor Roster is intended to terminate after 2 years.

THIS IS A NON-BINDING PROCESS. IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR, INCLUDING AT INFOWAY'S DISCRETION AND/OR ANY BIDDER DECIDING TO NOT PROCEED AND EXECUTE A FUNDING AND SUPPLY AGREEMENT. SEE SECTION 2.3 (Not a Tender, No "Contract A" / "Contract B").

This RFPQ is posted in English and in French. In the event of a discrepancy between the English and French versions of the RFPQ, the English version shall prevail.

#### **1.4 Second-Stage Competitions, Contracting**

##### *Infoway's AI Scribe Program*

Starting in May 2025, Infoway intends that Contracting Entities will be able to enter into Solution Agreements with Pre-Qualified Vendors, and commence using Solutions with funding under the AI Scribe Program.

If a Contracting Entity is a public sector entity or publicly-funded entity that is subject to competitive procurement obligations under trade agreements ("**Public Procurement Rules**"), then that Contracting Entity will conduct a second-stage competition prior to entering into a Solution Agreement, subject to any exceptions under applicable law. That second-stage competition will be open to all Pre-Qualified Vendors who can serve the applicable province or territory and will primarily evaluate each such Pre-Qualified Vendor and its Solution for compliance with applicable provincial or territorial law, and with relevant standards and policies applicable to the Contracting Entity.

If a Contracting Entity is not subject to Public Procurement Rules, then, when selecting between Pre-Qualified Vendor's Solutions, it may choose to conduct a second-stage competition among any number of Pre-Qualified Vendor's Solutions, or not do so and contract directly with a Pre-Qualified Vendor, in its sole determination.

##### *Provincial or Territorial Programs*

Any provincial or territorial ministry, agency or non-profit organization that administers all or part of a provincial or territorial health care system, including any Indigenous health organizations (each, a "**Health System Entity**") may also rely on this RFPQ and contract with one or more Pre-Qualified Vendors to provide Solutions to PCPs under their own provincial or territorial programs or initiatives ("**Provincial/Territorial Programs**") on a similar basis as Infoway. For example, during the term of the Vendor Roster, a Health System Entity may wish

to establish a Provincial/Territorial Program that extends access to Solutions to PCPs in its province or territory in parallel to Infoway’s AI Scribe Program or may wish to directly contract with one or more Pre-Qualified Vendors to access Solutions directly.

If a Health System Entity is subject to Public Procurement Rules, then it will conduct a second-stage competition prior to entering into a contract with a Pre-Qualified Vendor, subject to any exceptions under applicable law. That second-stage competition will be open to all Pre-Qualified Vendors who can serve the applicable province or territory, and will primarily evaluate each such Pre-Qualified Vendor and its Solution for compliance with applicable provincial or territorial law, and with relevant standards and policies applicable to the Health System Entity.

**1.5 Funding and Supply Agreement**

The successful Bidders will be invited to enter into a Funding and Supply Agreement with Infoway in order to be a Pre-Qualified Vendor (and listed on the Vendor Roster).

The term of the Funding and Supply Agreement is to be for a period of twenty-four (24) months with an option in favour of Infoway to extend it for an additional one (1) year.

Infoway may, but **is under no obligation to, negotiate the Funding and Supply Agreement** with any Bidder following the completion of the evaluation process. A Bidder who submits conditions, options, variations, or contingent statements to the terms set out in the Funding and Supply Agreement, either as part of its Submission or after receiving notice of selection, may be disqualified. **Any Bidder that wishes to modify the Funding and Supply Agreement in any way is to raise that modification as a question to Infoway, and to do so before the Deadline for Questions.**

**1.6 No Guaranteed Volume or Solution Agreements**

Neither Infoway nor any Health System Entity:

- is obliged to call on any Bidder (including any Pre-Qualified Vendor) to provide any Solution; or
- provides any assurance as to the number of Solution Agreements that a Pre-Qualified Vendor may sign, or number of PCP users it may serve.

**1.7 RFPQ Timetable**

The following is a summary of the key dates in the RFPQ process (including key dates for Infoway’s AI Scribe Program):

Event	Location	Date
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<b>RFPQ Issue Date</b>	–	Thursday, February 20, 2025
<b>Deadline for Questions (see Section 2.7.1 (Submission of Questions))</b>	–	Thursday February 27, 2025, <b>by 12:00 PM ET</b>
<b>Last Day to Issue Addenda and Respond to Bidder Questions Before Submission Deadline (see Section 2.8 (Issued Addenda))</b>	–	Monday, March 3, 2025 <b>by 5:00 pm ET</b>
<b>Submission Deadline</b>	–	March 19, 2025, <b>by 12:00 PM ET</b>
<b>Demonstrations and Solution Testing</b>	Virtual	Monday, April 7, 2025 to Friday April 11, 2025
<b>Execution of Funding and Supply Agreements with Successful Bidders</b>		April 30, 2025 (anticipated)
<b>Commencement of Contracting Entities entering Solution Agreements / Second-Stage Competitions (at the discretion of Contracting Entities)</b>	--	May, 2025 (anticipated)

The RFPQ Coordinator may change any of the above dates and times, including the Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, the RFPQ Coordinator will post any such change on Bonfire <https://infoway-inforoute.bonfirehub.ca>.

In the event of any change in the Submission Deadline, the Bidders shall thereafter be subject to the extended Submission Deadline.

**1.8 RFPQ Coordinator**

All communications with Infoway regarding any aspect of this RFPQ **must** be directed to the RFPQ Coordinator:

Name: Jennifer Stone

Contact: via **Bonfire** <https://infoway-inforoute.bonfirehub.ca>

## 1.9 Legal Conflict Waiver

By participating in this RFPQ or submitting a Submission, the Bidder expressly consents to Fasken Martineau DuMoulin LLP continuing to represent Infoway on the AI Scribe Program, including (i) this RFPQ; (ii) any subsequent stage of the RFPQ process, or if this RFPQ process is cancelled any replacement or new process regarding that program; (iii) any negotiation of any agreement with Infoway arising out of this RFPQ and ongoing management and/or performance of such agreement; and (iv) any litigation, arbitration, or other dispute resolution in connection with any of the foregoing that is adverse to the Bidder, despite any lawyer-client relationship that the Bidder may have had with Fasken Martineau DuMoulin LLP in relation to matters other than the RFPQ process, and despite any information of the Bidder that Fasken Martineau DuMoulin LLP may have in its possession as a result of such prior or current lawyer-client relationship. This Section is not intended to waive any of the Bidder's rights of confidentiality or lawyer-client privilege.

## PART 2 RFPQ TERMS AND PROCEDURES

### 2.1 Definitions

In this RFPQ, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **"Active User"** means a registered PCP who has logged in and used the Solution to summarise or transcribe a clinical encounter between the PCP and a patient ten (10) times or more in a given month.
- (b) **"AI Scribe Solution"** or **"AI Solution"** or **"Solution"** has the meaning ascribed to "Solution" in Section 1.2 (RFPQ Background and Context).
- (c) **"Applicable Laws"** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (d) **"Bidder"** means an entity that submits a Submission in response to this RFPQ and, as the context may suggest, refers to a potential Bidder.
- (e) **"Business Day"** means any Monday through Friday that is not a day when major banks are closed for business in Toronto, Ontario, Canada.

- (f) **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the RFPQ or Funding and Supply Agreement, the Bidder’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the RFPQ or Funding and Supply Agreement.
- (g) **“Contracting Entity”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context).
- (h) **“Days”** means calendar days.
- (i) **“Eligible Submission”** means a Submission that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (j) **“Evaluation Team”** means the individuals who have been selected by Infoway to evaluate the Submissions.
- (k) **“Funded Period”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context).
- (l) **“Funding and Supply Agreement”** means an agreement in the form set out in Appendix A – Funding and Supply Agreement.
- (m) **“Health System Entity”** has the meaning ascribed to it in Section 1.4 (Second-Stage Competitions, Contracting).
- (n) **“Infoway”** means Canada Health Infoway.
- (o) **“Mandatory Requirements”** means the mandatory Submission content as listed in the Mandatory Questionnaire in Bonfire.
- (p) **“PCP”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context).
- (q) **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual that is received or collected by Infoway as part of this RFPQ, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.
- (r) **“Pre-Qualified Vendor”** has the meaning ascribed to it in Section 1.3 (RFPQ Purpose and Vendor Roster).

- (s) **“Provincial/Territorial Programs”** has the meaning ascribed to it in Section 1.4 (Second-Stage Competitions, Contracting).
- (t) **“Public Procurement Rules”** has the meaning ascribed to it in Section 1.4 (Second-Stage Competitions, Contracting).
- (u) **“Questionnaires”** means the templates in Bonfire into which Bidders submit their responses to the Mandatory Requirements and Rated Requirements.
- (v) **“Rated Requirements”** means the Submission content that will be evaluated, as listed in the Rated Questionnaire in Bonfire.
- (w) **“Rectification Period”** means the period commencing on the date that Infoway issues a rectification notice to the Bidder pursuant to Section 2.12 (Rectification Period) and running for the number of Business Days provided in that notice, expiring at 5:00 p.m. ET on the last Business Day.
- (x) **“RFPQ”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context) and includes all addenda thereto.
- (y) **“RFPQ Coordinator”** means the individual identified in Section 1.8 (RFPQ Coordinator).
- (z) **“Solution”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context).
- (aa) **“Solution Agreement”** has the meaning ascribed to it in Section 1.2 (RFPQ Background and Context). For certainty, Infoway is not a party to any Solution Agreement.
- (bb) **“Submission”** means all of the documentation and information submitted by a Bidder in response to the RFPQ.
- (cc) **“Submission Deadline”** means the corresponding date and time as set out in Section 1.7 (RFPQ Timetable), as may be amended from time to time in accordance with the terms of the RFPQ.
- (dd) **“Timetable”** means the timetable for this RFPQ, as described at Section 1.7 (RFPQ Timetable).
- (ee) **“Unfair Advantage”** means any conduct, direct or indirect, by a Bidder that may result in gaining an unfair advantage over other Bidders, including but not limited to (i) possessing, or having access to, information in the preparation of its Submission that is confidential to Infoway and which is not available to other Bidders, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFPQ process, or (iii) engaging in conduct

that compromises or could be seen to compromise the integrity of the RFPQ process and result in any unfairness.

- (ff) **“Vendor Roster”** has the meaning ascribed to it in Section 1.3 (RFPQ Purpose and Vendor Roster).

## **2.2 Interpretation**

This RFPQ shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) Whenever the terms “must” or “shall” are used in relation to Infoway or the Bidders, such terms shall be construed and interpreted as synonymous and shall be construed to read “Infoway shall” or the “Bidder shall”, as the case may be.
- (b) The term “should” relates to a requirement which Infoway would like the Bidder to address in its Submission.
- (c) The term “will” describes a procedure that is intended to be followed.

## **2.3 Not a Tender, No “Contract A” / “Contract B”**

Notwithstanding any other provision of this RFPQ:

- (a) this RFPQ is merely a call for submissions; it is not an offer to enter into a bidding contract (referred to as “Contract A”) or a tender call intending to place legally binding obligations on Infoway, any Health System Entity or any Bidder to enter into an agreement or to be bound by any of the terms of that Bidder’s Submission; and
- (b) it is not the intention of Infoway to enter into any legally binding obligations related to a Bidder unless and until Infoway has executed a Funding and Supply Agreement with that Bidder – should Infoway and that Bidder decide to enter into such an agreement.

Submissions are revocable by Bidders. Bidders may withdraw from this process at any time.

Infoway is under no obligation to consider any request by a Bidder to modify its Submission following the Submission Deadline. Submissions and related information about Bidders will be assessed during the evaluation of Submissions and accordingly, misleading or incomplete information, including withdrawn or altered information, could adversely impact any such evaluation (or result in Infoway revisiting that evaluation) and may result in disqualification (in Infoway’s sole discretion).

## **2.4 Restricted Communications**

Bidders that fail to comply with the requirement to direct all communications to the RFPQ Coordinator shall be disqualified from the RFPQ process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following about this RFPQ process (unless instructed to by the RFPQ Coordinator):

- (a) any director, officer, employee or agent of Infoway (other than the RFPQ Coordinator);
- (b) any member of the Evaluation Team;
- (c) any expert or advisor assisting the Evaluation Team
- (d) any elected official of any level of government, including any advisor to any elected official; or
- (e) any government personnel, including any Ministry of Health personnel, or any advisor to such personnel.

## **2.5 Authorized Communications, Amendments, Waivers**

Bidders are advised that from the date of issue of the RFPQ through any award notification:

- (a) only the RFPQ Coordinator is authorized by Infoway to amend or waive the requirements of the RFPQ pursuant to the terms of this RFPQ; and
- (b) under no circumstances shall a Bidder rely upon any information or instruction from any officer, director, employee, agent of Infoway unless the information or instruction is provided in writing by the RFPQ Coordinator.

## **2.6 Due Diligence, Inconsistencies, Errors, Etc.**

Every Bidder is responsible for conducting its own investigations and due diligence necessary for the preparation of its Submission. Every Bidder should carefully review the RFPQ to ensure that it has no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFPQ.

If a Bidder has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFPQ, the Bidder must notify the RFPQ Coordinator in writing prior to submitting a Submission. The RFPQ Coordinator will then clarify the matter for the benefit of all Bidders. This requirement is intended to avoid claims by Bidders that, after submission of a Submission, they made certain material assumptions to resolve inconsistencies, errors, omissions or ambiguities in any RFPQ materials.

## 2.7 Bidder Questions

### 2.7.1 Submission of Questions

Infoway will use the following process regarding any request for clarification of any aspect of the RFPQ:

- (a) Bidders must submit requests for clarification by February 27, 2025 by 12:00PM ET. All Bidder questions must be submitted through Bonfire <https://infoway-inforoute.bonfirehub.ca>. When logged into Bonfire go to messages, then the Opportunity Q&A tab, click 'Start Opportunity Q&A', enter the subject and state the question in the 'message' section.
- (b) Where a question relates to a specific section of this RFPQ, reference should be made to the specific section number and page of the RFPQ.

### 2.7.2 Responses to Questions

Infoway will make reasonable efforts to provide Bidders with written responses to questions that are submitted in accordance with Section 2.7.1 (Submission of Questions), subject to the provisions of this Section. Questions and answers will be distributed in numbered addenda to Bidders by posting such addenda on **Bonfire**. In answering a Bidder's question(s) in any addenda, Infoway will set out the question(s), but without identifying the Bidder that submitted the question(s). Also, Infoway may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude any question(s) that are either unclear or inappropriate; and
- (c) provide a single, consolidated answer to similar questions from various Bidders.

Where an answer results in any change to the RFPQ, such answer will be formally documented through the issue of a separate addendum reflecting that change.

## 2.8 Issued Addenda

Infoway will only amend or supplement the RFPQ by issuing an addendum. Any amendment or supplement to the RFPQ made in any other manner will not apply to the RFPQ, Infoway.

Before submitting a Submission, a Bidder shall be responsible to verify that it has received all of the addenda that have been issued. All addenda that have any impact on a Bidder's Submission will be posted on **Bonfire** at least **10** Days prior to the Submission Deadline, unless it is an addendum that extends the Submission Deadline.

## **2.9 Submission**

To be considered in the RFPQ process, a Bidder's Submission **must** be received by the Submission Deadline and **must** be submitted through Bonfire <https://infoway-inforoute.bonfirehub.ca> (see Section 3.1 (Submission Format)). Submissions received after the Submission Deadline, or submitted in any other manner, shall not be considered.

Each Bidder is responsible for the actual delivery of its Submission. A Bidder should allow sufficient time to ensure its Submission is uploaded by the Submission Deadline. Infoway recommends that a Bidder upload its Submission at least 24 hours prior to the Submission Deadline.

Submissions are to be submitted in English only, and any Submission received by Infoway that is not entirely in English may be disqualified.

## **2.10 Withdrawal of Submission**

A Bidder may withdraw its Submission by providing written notice to the RFPQ Coordinator. A Submission may be withdrawn at any time – including after the Submission Deadline. Infoway has no obligation to return withdrawn Submissions.

## **2.11 Amendment of Submission**

A Bidder may amend its Submission after submission, but only if the Submission is amended and resubmitted before the Submission Deadline. The Bidder must provide notice to the RFPQ Coordinator in writing and replace its Submission with a revised Submission, in accordance with the requirements of this RFPQ. Infoway has no obligation to return amended Submissions.

## **2.12 Rectification Period**

If Infoway determines that a Submission fails to contain the requirements listed in the Mandatory Requirements in Questionnaires on Bonfire or has some other technical irregularity, Infoway may issue a rectification notice to the applicable Bidder, identifying the irregularity and granting the Bidder an opportunity to rectify it.

If, prior to the expiry of the Rectification Period, the notified Bidder rectifies the irregularity (and delivers the rectified element(s) according to Section 2.9 (Submission) or as otherwise stated in the notice), Infoway will consider the rectified element(s) during the evaluation process.

If the notified Bidder fails to do so, its Submission may be disqualified.

## **2.13 Clarification of Submission**

Infoway shall have the right at any time after the Submission Deadline to seek clarification from any Bidder in respect of that Bidder's Submission, without contacting any other Bidder. Infoway shall not be obliged to seek clarification of any aspect of any Submission.

Any clarification sought shall not be an opportunity for the Bidder to either correct errors or to change the Bidder's Submission in any substantive manner. Subject to the qualification in this provision, any written information received by Infoway from a Bidder in response to a request for clarification from Infoway may be considered to form an integral part of the Bidder's Submission, in Infoway's sole discretion.

## **2.14 Verification of Information**

Infoway may:

- (a) verify any Bidder's statement or claim made in the Bidder's Submission or made subsequently in any subsequent communication by whatever means Infoway may deem appropriate; or
- (b) reject any Bidder's statement, claim or Submission, if such statement, claim or Submission is patently unwarranted or is doubtful.

## **2.15 No Publicity or Promotion**

No Bidder is to make any public statement or otherwise promote itself in connection with this RFPQ or any arrangement entered into under this RFPQ without the prior written approval of Infoway.

If a Bidder contravenes the foregoing:

- (a) Infoway may disqualify that Bidder; and
- (b) although Infoway intends to treat all Submissions as confidential, Infoway may disclose any information about a Bidder's Submission to provide accurate information and/or to rectify any false impression which may have been created.

## **2.16 Confidentiality and Privacy**

### **2.16.1 Confidential Information of Infoway**

At any time during this RFPQ process, Infoway may request that all Bidders (or Bidders for all Eligible Solutions, depending on the stage of the process) sign a confidentiality agreement in connection with matters arising out of this RFPQ, and as a mandatory requirement to continue to participate in the RFPQ.

### **2.16.2 Confidential Information of the Bidder**

Except as provided otherwise in this RFPQ, or as may be required by Applicable Laws, Infoway will treat the Bidders' Submissions (including, but not limited to pricing and product information) and any information gathered in any related process as confidential and will restrict access to

such information to those of its employees or advisors who require access to the information for the purposes of this RFPQ and who are subject to binding confidentiality obligations.

Infoway does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by Infoway.

### **2.16.3 Sharing Information with Relevant Stakeholders**

Infoway may disclose the Summary intended for PCPs as described in the Mandatory Requirements. The purpose of such disclosure is to provide relevant information to assist Contracting Entities in selecting among Pre-Qualified Vendors' Solutions.

Given the number and nature of interested parties who represent PCPs, Infoway intends to make this summary publicly available. By participating in this process, a Bidder understands and consents to this disclosure.

### **2.16.4 Personal Information**

Personal Information shall be treated as follows:

- (a) **Submission of Information** – The Bidder should not submit as part of its Submission any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should Infoway request such information, Infoway will treat this information in accordance with the provisions of this section and may maintain the information for a period of up to 7 years from the time of collection in accordance with their respective record retention obligations.
- (b) **Use** – Any Personal Information that is requested from each Bidder by Infoway shall only be used to (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the successful Bidder, for contract management purposes.
- (c) **Consent** – It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to Infoway. If any Personal Information is disclosed to Infoway by a Bidder, Infoway will consider that the appropriate consents have been obtained for the disclosure to and use by Infoway of the requested information for the purposes described herein.

## **2.17 Debriefing**

Not later than 60 Days following the date of posting of the results of this RFPQ, a Bidder may contact the RFPQ Coordinator to request a debriefing from Infoway.

Any request that is not received within the foregoing timeframe will not be considered and the Bidder will be notified of same in writing.

## **2.18 Bid Protest Procedure**

If a Bidder wishes Infoway to review a decision made by Infoway about any material aspect of this RFPQ process (excluding any second-stage competition or selection by any Contracting Entity of a Solution), Infoway will consider any written protest (**“Protest”**) submitted to it according to the following procedure:

1. The complainant must submit a written Protest containing the information set out in this Policy to Infoway’s RFPQ Coordinator within 10 Business Days from the date it became aware of the basis for the Protest. This timeline is essential to ensuring that Protests are resolved in a way that does not unduly delay a procurement, and with a view to ensuring a fair and timely process for all stakeholders.
2. Any Protest that is not received by the RFPQ Coordinator within the timeframe or in the manner set out above may not be considered and the complainant will be notified of same in writing.
3. A complainant must include the following in its written Protest:
  - (a) the name and address of the complainant;
  - (b) identification of the competitive procurement at issue (e.g. by RFPQ number);
  - (c) identification of the specific provision of the procurement document and/or procedure that is alleged to have been breached, and the manner in which it was breached;
  - (d) a precise statement of other relevant facts;
  - (e) the complainant’s arguments and supporting documentation; and
  - (f) the complainant’s requested remedy.
4. The RFPQ Coordinator will respond to the complainant, by e-mail, within 5 Business Days of receiving the written Protest to confirm Infoway’s receipt of the Protest and to provide the complainant with a copy of this Policy (unless Infoway has previously made a copy available to the complainant). If the RFPQ Coordinator determines it is appropriate, they may consult with the complainant with a view to resolving the underlying issue and having the complainant withdraw their Protest in writing.
5. Within 3 Business Days of receiving the written Protest, the RFPQ Coordinator will forward it to Infoway’s Director of Procurement.

6. The Director of Procurement will review the Protest and conduct an appropriate fact-finding process to attempt to confirm the allegations made in the Protest (the “**Review**”). In carrying out the Review or in connection with any final determinations regarding the resolution of the Protest, the Director of Procurement will involve such Infoway or third-party personnel at an appropriate level as are reasonably required and may seek legal advice. The Director of Procurement may also engage in further communications with the complainant, if she determines it is appropriate.
7. The Director of Procurement will endeavour to complete the Review within 20 Business Days of receiving it from the RFPQ Coordinator.
8. At the conclusion of the Review, the Director of Procurement will make a recommendation, with supporting rationale, regarding the resolution of the Protest to Infoway’s Chief Financial Officer, who will then reach a decision on the matter and convey it to the Director of Procurement.
9. Based on the decision of the CFO, the Director of Procurement will then consult with the complainant with a view to resolving the Protest in a collaborative fashion. Those consultations will occur within 10 Business Days following the completion of the Review. As not all Protests are amenable to collaborative resolution, or as it may become apparent that collaboration will not resolve the Protest, those consultations will end on the earlier of (i) the Director of Procurement determining to end those consultations; or (ii) the complainant giving written notice that it wishes to end the consultations.
10. If the consultation does not resolve the Protest, the Director of Procurement will promptly refer the Protest to the CEO. The CEO will review the relevant recommendations, with supporting rationale, and make a final determination regarding the resolution of the Protest. The CEO will send to the complainant a final written response within 7 Business Days of being referred the matter by the Director of Procurement.
11. Notwithstanding the various timelines noted above, Infoway will complete the Review and (if necessary) issue a final decision of the CEO as soon as feasible following receipt of the complainant’s written Protest.

## **2.19 Competition Act**

Under Canadian law, a Bidder’s Submission must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

## **2.20 Trade Agreements**

To the extent that any Contracting Entity or Health System Entity is subject to the procurement requirements of applicable trade agreements, the participation of such entity in this RFPQ and any second-stage competition is subject to the requirements of one or more of the following:

- World Trade Organization – Government Procurement Agreement;
- Comprehensive Economic and Trade Agreement between Canada and the European Union, Chapter 19 (Government Procurement);
- Canadian Free Trade Agreement, Chapter 5 (Government Procurement);
- New West Partnership Ship Trade Agreement, Article 14 (Procurement) and Part V, Section C (Exceptions: Government Procurement); and/or
- Ontario-Quebec Trade and Cooperation Agreement.

## **2.21 Rights of Infoway – General**

In addition to any other express rights or any other rights which may be implied in the circumstances, Infoway reserves the right to:

- (a) make public the names of any or all Bidders;
- (b) as part of the evaluation process, request written clarification or the submission of supplementary written information from any Bidder and to incorporate such clarification or supplementary written information into the Bidder's Submission, at Infoway's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Submission or to change or enhance the Bidder's Submission in any material manner;
- (c) waive formalities and accept Submissions that substantially comply with the requirements of this RFPQ, in Infoway's sole discretion;
- (d) verify with any Bidder or with a third party any information, as set out in a Submission, as described in Section 2.15 (Verification of Information);
- (e) disqualify any Bidder whose Submission contains misrepresentations or any other inaccurate or misleading information, or any Bidder whose reasonable failure to cooperate with Infoway impedes the evaluation process, or whose Submission is determined to be non-compliant with the requirements of the RFPQ;
- (f) disqualify any Bidder that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to

the attention of Infoway, and Infoway determines that no reasonable mitigation are possible, or that the Bidder has not taken sufficient steps to promptly address such matters to the satisfaction of Infoway;

- (g) disqualify any Bidder that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- (h) disqualify any Bidder that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (i) disqualify any Bidder if the Bidder, or any officers, directors or other key personnel of the Bidder:
  - (i) are subject to final judgments in respect of serious crimes or other serious offences; or
  - (ii) have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder (including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of its Submission);
- (j) disqualify any Bidder if the Bidder has failed to pay taxes;
- (k) make changes, including substantial changes, to this RFPQ provided that those changes are issued by way of addenda in the manner set out in this RFPQ;
- (l) accept or reject a Submission if only one Submission is submitted;
- (m) reject a subcontractor proposed by a Bidder within a consortium;
- (n) select a Bidder other than the Bidder whose Submission reflects the lowest cost to Infoway;
- (o) cancel this RFPQ process at any stage and issue a new RFPQ for the same or similar requirements, including where:
  - (i) Infoway determines that it would be in the best interest of Infoway not to enter into a Funding and Supply Agreement; or
  - (ii) the funding for AI Scribe Program or this RFPQ has been revoked, modified, or has not been approved;

and where Infoway cancels this RFPQ, Infoway may do so without providing reasons, and Infoway may thereafter commence a new competitive procurement

process, engage in limited tendering, or take no further action in respect of the matters contemplated by this RFPQ; or

- (p) reject a Bidder that has launched legal proceedings against Infoway or is otherwise engaged in a dispute with Infoway.

By submitting a Submission, the Bidder authorizes the collection by Infoway of the information identified in this RFPQ, which Infoway may request from any third party.

## **2.22 Rights of Infoway – Financial Strength and Stability**

Without limiting any other right Infoway may have, Bidders should note that, at any time during the RFPQ process (including as a condition precedent to award of any Funding and Supply Agreement):

- (a) Infoway may require a Bidder to provide Infoway with additional information or commitments to demonstrate the Bidder's financial strength and stability (including financial statements and/or parent company guarantees); and
- (b) Infoway may at its discretion disqualify a Bidder if:
  - (i) Infoway is not satisfied that Bidder has sufficient financial creditworthiness and strength to fulfil obligations and liabilities under, and deliver on all requirements of, the Funding and Supply Agreement throughout its term, and any subsequent Solution Agreements, without material risk of insolvency, bankruptcy, entry into receivership, or the commencement of other proceedings to protect the rights of creditors;
  - (ii) that Bidder fails to provide information regarding its financial strength and stability that is requested by Infoway within five (5) Business Days of such request, or any other period of time as may be agreed-to by Infoway; or
  - (iii) the Demonstration and Solution Testing stage reveals that a Bidder or its Solution has failed to meet a Mandatory Requirement or where the Bidder or Solution has failed to address a Rated Requirement commensurate with its then-current score for that Rated Requirement – which may result in the disqualification of a Bidder for failing to meet a Mandatory Requirement, or may result in the Bidder no longer being eligible for failing to achieve a minimum score threshold, as the case may be; and

## **2.23 Rights of Infoway – Evaluation**

In addition to any other express rights or any other rights which may be implied in the circumstances, Infoway reserves the right to:

- a) at any time during the RFPQ process, revisit an earlier stage of the evaluation process, including any determination that a Bidder has met a Mandatory Requirement or has achieved a particular score on a Rated Requirement, as a result of new information – and this includes where the demonstration stage or the Solution testing stage reveals that a Bidder or its Solution has failed to meet a Mandatory Requirement or where the Bidder or Solution has failed to address a Rated Requirement commensurate with its then-current score for that Rated Requirement – which may result in the disqualification of a Bidder for failing to meet a Mandatory Requirement, or may result in the Bidder no longer being eligible for failing to achieve a minimum score threshold, as the case may be;
- b) if no Bidders achieve a minimum score threshold required by the evaluation process, Infoway may, in its sole discretion, lower the applicable threshold by 5 (e.g., a 75% minimum score threshold would become a 70% minimum score threshold) and proceed with the evaluation process; and Infoway may exercise this right a second time if fewer than 2 Bidders achieved the new threshold. For clarity, Infoway is under no obligation to exercise this right; and
- c) Infoway may decline to award a Funding and Supply Agreement to any Bidder that will process or store PCP-related data in a foreign jurisdiction that, in Infoway’s sole determination, would provide insufficient privacy protections (including concerns for intrusive state actors or unreliable enforcement of subcontracts).

## **2.24 Bidder’s Costs**

Every Bidder shall bear all costs and expenses incurred by the Bidder relating to any aspect of its participation in this RFPQ process, including all costs and expenses relating to the Bidder’s participation in:

- (a) the preparation, presentation, and submission of its Submission;
- (b) the Bidder’s attendance at any meeting in relation to the RFPQ process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity; and
- (d) the preparation of the Bidder’s own questions prior to the Submission Deadline.

## **2.25 Entire RFPQ**

This RFPQ and all Schedules form an integral part of this RFPQ.

## **2.26 Priority of Documents**

In the event of any inconsistencies between the provisions of the main part of the RFPQ and the Schedules, the RFPQ shall prevail over the Schedules during the RFPQ process.

**PART 3**  
**SUBMISSION FORMAT AND CONTENTS**

**3.1 Submission Format**

**3.1.1 Submission Upload Instructions**

All Submissions **must** be received via Infoway's online portal, **Bonfire**. Submissions submitted by hard copy, mail or e-mail will not be accepted. Infoway requires the Bidder to upload files at **Bonfire** <https://infoway-inforoute.bonfirehub.ca>.

**3.1.2 Important Notes regarding Bonfire:**

- (a) Logging in and/or uploading a Bidder's file(s) does not mean that a Submission is submitted. Bidders must successfully upload all the file(s) and **MUST** click the submit button before the Submission Deadline.
- (b) Each Bidder will receive an email confirmation receipt with a unique confirmation number once the Bidder finalizes the complete upload of their Submission. This will confirm that the Bidder has successfully submitted their Submission.
- (c) Each submitted item of requested information (see Part 4 (Evaluation Process)) **must** be uploaded individually and will only be visible to Infoway after the Submission Deadline.
- (d) If the file is mandatory, the Submission will not be considered to have been submitted until the requirement is met.
- (e) Uploading large documents may take significant time, depending on the size of the file(s) and the Bidder's Internet connection speed. It is strongly recommended that the Bidder upload well in advance of the Submission Deadline.
- (f) Each Bidder should note the type and number of files allowed. The maximum upload file size is 100MB. Bidders should not embed any documents within uploaded files, as they will not be accessible or evaluated.
- (g) Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome or Mozilla Firefox. Java Script must be enabled.
- (h) Where a Bidder needs help with using Bonfire, they should contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions or issues related to their Submission. Each Bidder can also visit the Bonfire help forum at [https://bonfirehub.zendesk.com/hc\\_](https://bonfirehub.zendesk.com/hc_)

### **3.1.3 Submission Content**

Submissions should be submitted in accordance with the instructions set out in this RFPQ, by either uploading documents to Bonfire or entering responses into Questionnaires at <https://infoway-inforoute.bonfirehub.ca>.

Submissions must contain the requirements listed in the Mandatory Requirements. A failure to do so will result in the Submission being disqualified.

Submissions should address the requirements listed as Rated Requirements. Rated Elements will be scored and failure by a Bidder to fully address any Rated Requirements will affect the Bidder's evaluation and score under Part 4 (Evaluation Process).

Submissions that reach or exceed the minimum score for each Rated Requirement will be eligible to proceed to the next stage of the evaluation process (an Eligible Submission).

### **3.1.4 Submission Formatting and Technical Matters**

In preparing its Submission, the Bidder should adhere to the following:

- (a) all pages should be numbered;
- (b) avoid using symbols in electronic file names (&, #, etc.);
- (c) each electronic document should not exceed 100 MB in size; information may be split up into separate documents, if necessary;
- (d) avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- (e) embedded hyperlinks to online literature that are included in a Submission should be a direct link to the page setting out the necessary information rather than the Bidder's main website; and
- (f) completely address, on a point-by-point basis, each requirement included in Questionnaires.

**PART 4  
EVALUATION PROCESS**

**4.1 General**

The evaluation of the Submissions will be conducted by the Evaluation Team in several stages, as described below. The evaluation of the Submissions will be conducted individually by each member of the Evaluation Team and averaged into a final score for each stage. Infoway will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

<b>Stage</b>	<b>Description</b>	<b>Location on Bonfire</b>	<b>Points</b>	<b>Minimum Score</b>
<b>I</b>	<b>Mandatory Requirements</b> <ul style="list-style-type: none"> <li>• Corporate</li> <li>• Clinical</li> <li>• Privacy and Security</li> <li>• Unfair Advantage and Conflict of Interest Statement</li> <li>• Declaration and Certification</li> <li>• References</li> </ul>	Questionnaire and Posted Form Questionnaire Questionnaire Posted Form  Posted Form Posted Form	<b>(Pass/Fail)</b>	<b>Pass</b>
<b>II</b>	<b>Rated Requirements</b> <ul style="list-style-type: none"> <li>• Corporate <b>(5 pts)</b></li> <li>• Business <b>(15 pts)</b></li> <li>• Clinical <b>(30 pts)</b></li> <li>• Privacy and Security <b>(25 pts)</b></li> <li>• Architecture and Technical <b>(15 pts)</b></li> <li>• Integration <b>(10 pts)</b></li> </ul>	Questionnaire	<b>100</b>	<b>75%</b>  (with at least 18 pts for Privacy & Security)
<b>III</b>	<b>Demonstrations and Solution Testing</b>	<b>MS Teams</b>	<b>(Pass/Fail)</b>	<b>Pass</b>
<b>IV</b>	<b>Corporate and Financial Due Diligence</b>	<b>N/A</b>	<b>(Pass/Fail)</b>	<b>Pass</b>
<b>V</b>	<b>Reference Verification</b>	<b>N/A</b>	<b>(Pass/Fail)</b>	<b>Pass</b>
<b>Total</b>			<b>100</b>	

The ten highest-scoring Bidders whose Submissions achieve or exceed the minimum score will be eligible to join the Vendor Roster as Pre-Qualified Vendors.

#### **4.2 Stage I – Review of Mandatory Requirements**

A Submission **must** be received before the Submission Deadline.

A Submission **must** meet **all** of the Mandatory Requirements.

#### **4.3 Stage II – Evaluation of Rated Requirements**

The Evaluation Team will score each Eligible Submission according to the Rated Requirements published in Questionnaires on Bonfire.

A maximum of 10 Bidders with Eligible Submissions following evaluation of the Rated Requirements will be invited to participate in the Demonstrations and Solution Testing stage (Stage III). Of these 10 Bidders, a minimum of three will have the ability to deploy the solution in French.

#### **4.4 Stage III – Demonstrations and Solution Testing (Pass/Fail)**

The purpose of the demonstration and solution testing will be to allow the Bidder to demonstrate the functionality and user-friendliness of its proposed AI Scribe Solution to members of the Evaluation Team.

Each demonstration will be a virtual meeting conducted via Microsoft Teams.

Bidders who are invited to this demonstration and solution testing stage will receive an agenda one week in advance of the session.

During the demonstration, the Bidder will not have the opportunity to modify its Submission or otherwise introduce new information. Eligible Submissions that do not pass this Stage will be disqualified. See also Section **Error! Reference source not found. (Error! Reference source not found.)**.

Demonstrations will be evaluated on the basis of the framework in **Appendix B**.

The purpose of the Solution testing will be an opportunity for Infoway, with the assistance (as required) of each Eligible Bidder, to simulate the PCP user experience, to validate that the Bidder or Solution meets certain Mandatory Requirements or to substantiate then-current scoring on Rated Requirements.

To facilitate the Solution Testing, Eligible Bidders will license their Solution to Infoway for the sole and limited purpose of this Solution testing phase, which will involve up to 5 users (as determined by Infoway) who will be Infoway personnel or consultants retained for this purpose and subject to confidentiality obligations.

Upon Infoway's request, Eligible Bidders must provide prompt cooperation to Infoway in setting up a testing instance accessible to those users, so that the testing can commence within 3 Business Days of the Bidder being notified that its Solution is to be tested.

The same testing regime will apply to each Eligible Bidder's Solution. Infoway will not share that testing regime in advance.

Infoway intends the testing to be completed within 10 days, and will report to each Eligible Bidder on the outcome. Bidders will not be reimbursed for the licenses or any other aspect of this solution testing stage.

#### **4.5 Stage IV – Corporate and Financial Due Diligence (Pass/Fail)**

Infoway will conduct a review of corporate and financial information to ascertain the viability of the Bidder. Infoway will conduct this evaluation on Eligible Submissions from Stage III.

The Bidder should be clear and specific as to their financial resources, including their capacity to manage cash flow requirements over a term of 6 years or longer.

In demonstrating its financial strength and stability, a Bidder should include all of the following (as applicable):

- **Corporate**
  - Ownership structure, e.g., incorporated, partnership, sole proprietorship or other.
  - Whether public or private (if public, the exchange it is listed on)
  - Canadian head office location or registered office (if any)
    - Corporate head office location (if different from above)
  - A brief overview of corporate background, including number of years in business.
  - Insurance certificates: Corporate General liability, E&O, cyber, professional liability, D&O
  - Summary of any pending, threatened, ongoing, or settled legal claims or proceedings of material value or relating to the Solution (whether against the Bidder or by the Bidder against a third party)
  
- **Financial information**
  - Dun & Bradstreet number
  - Annual Reports (last 3 years, if available)
  - Audited Financial Statements (last 3 years)
  - Seller/Parent guarantor information (if applicable)
  - Bankruptcy proceedings: all relevant, material bankruptcy court filing or orders (if applicable)

- Credit letters (if applicable)

The Bidder's submission will be evaluated on a pass/fail basis according to the criteria below:

1. **Financial Capacity:** Does the Bidder have adequate financial strength and stability to enable it to fulfill its contractual obligations to Infoway under the Funding and Supply Agreement, and to meet its contractual obligations under future Solution Agreements?
2. **Legal:** Has the Bidder experienced legal claims or proceedings that could impact its ability to fulfill its contractual obligations to Infoway under the Funding and Supply Agreement, and to meet its contractual obligations under future Solution Agreements?

Infoway may, in its sole discretion, request additional information where it is not satisfied that the information provided by a Bidder with its Submission is sufficient to assure Infoway of the Bidder's financial strength and stability. See Section 2.22 (Rights of Infoway – Financial Strength and Stability). Bidders are strongly encouraged to provide all available information noted above as part of their Submission, as any request by Infoway for additional information to address financial strength and stability may arise on short notice and with short deadlines for the Bidder to provide the requested information (and failure to do so could lead to disqualification).

Bidders should note that to the extent a Bidder's "passes" Stage IV based on audited financial statements of a parent or other affiliated entity, or otherwise on the strength and financial stability of a parent or other affiliated entity, Infoway may require that parent or affiliate to guarantee the Bidder's performance under any Funding and Supply Agreement awarded to that Bidder.

#### **4.6 Stage V - Reference Verification (Pass/Fail)**

At this stage the Evaluation Team will contact as many references relating to each Eligible Submission as the Evaluation Team may deem appropriate, and such references may be conducted in-person or otherwise, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis according to the criteria below. Bidders must complete the Reference form posted on Bonfire.

References will be evaluated for evidence that:

- The Bidder demonstrates experience providing Solutions in the context of primary care by including at minimum one reference from a healthcare organization;
- The reference's comments are materially consistent with the Bidder's answers to the Rated Elements, where applicable;
- The reference is satisfied with the results and deliverables of the engagement with Bidder;

- The reference would consider working with the Bidder again, on a project of similar scope and complexity as the reference project;
- Bidder maintained an effective line of communication and working relationship with the reference throughout the engagement;
- Bidder worked collaboratively with the reference to resolve issues and challenges in fair and timely manner that supported project success;
- The deliverables created for reference are of high quality and were successful in achieving the goals and objectives for which they were created;
- The Bidder identified risks to successful completion of the engagement early in the project before the risks manifested, and took steps to mitigate those risks; and
- When challenges did manifest, the Bidder worked with the reference to find a sufficient and fair resolution to the challenge.

Where any reference, or a combination of references, provides information that presents a material concern as to the Bidder's ability to meet the requirements set out in the RFPQ and in the manner set out in the Bidder's Submission, or to otherwise perform effectively, the Bidder will fail reference verification. Infoway also reserves the right to determine that the Bidder has failed the reference verification if the number of non-material concerns, when aggregated, constitutes a material concern.

#### **4.7 Tie Break Process**

This RFPQ may provide that a limited number of Eligible Submissions are to proceed from one stage of the evaluation process to the next stage of the evaluation process. Where it is necessary to break a tie among Eligible Submissions, Infoway shall break the tie based on the Rated Requirement category that has the highest weighting, with the Eligible Submission having the higher rating in that category moving to the next stage of the evaluation process.

## PART 5 PROJECT OVERVIEW

### 5.1 Additional Background

Over 48,000 PCPs across Canada spend large parts of their workdays as well as after hours on administrative tasks, leaving them buried in paperwork instead of patient care. Current pathways to interoperability are too slow, hindering timely advancements in addressing administrative burden.

AI Scribe technology represents a groundbreaking advancement in the healthcare sector, defined by the Canadian Medical Protective Association (CMPA) as services that "summarize or transcribe conversations with patients into detailed medical notes for physicians".<sup>1</sup> AI Scribe Solutions are powered by AI and designed to transcribe clinician-patient dialogues, creating medical notes efficiently and automatically, and specifically by:

- capturing ambient patient-physician conversations;
- transforming these audio recordings into text using speech-to-text technology; and
- generating a clinical note from the transcribed text using AI (particularly employing large language models) to automatically document clinical encounters in real-time, helping PCPs focus on what matters most – direct patient care.

### 5.2 Current State

To date, only Ontario has launched a provincial procurement for AI Scribe and current adoption rates of the Solution are under 5%.<sup>2</sup> Current Market Size is: 48,199 primary care physicians & 2,845 community-based NPs practicing across Canada in 2024.

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<sup>1</sup> CMPA - AI Scribes: Answers to frequently asked questions

<sup>2</sup><https://insights.infoway-inforoute.ca/2024-cma-ai-powered-technologies-in-physician-practice/>

### 5.3 Project Timelines

Deliverable	Time Frame
<b>Begin Deployment:</b> Eligible PCPs are able to sign-up for AI Scribe Licenses.	May – December 31, 2025
<b>Reporting:</b> User Tracking and Forecasting	May 2025 – December 31, 2026 (Monthly)
<b>Payments:</b> Quarterly Invoicing	July 2025 October 2025 January 2026 April 2026 July 2026 October 2026 January 2027

Note: PCP will have until December 31, 2025 to sign-up and commence their 12 month Funded Period. New PCPs registered starting January 1, 2026 or later will not be part of the Program, and so will not have the cost of their license reimbursed.

### 5.4 AI Scribe Solutions to Accelerate Data Interoperability & Improve Primary Care Data Quality

Infoway is committed to delivering connected care across the country through the Shared Pan-Canadian Interoperability Roadmap. This initiative represents an initial investment in advancing Canada’s data interoperability landscape as part of a broader sustained approach. Success in achieving interoperability will be operationalized through a phased approach and necessitate innovation to enable clinicians to efficiently and effectively capture and structure patient health information. AI Scribe technologies are evolving rapidly and have already shown promise. A recent evaluation of AI Scribes in Ontario demonstrated a 3-hour reduction in time spent on administrative after-hours tasks per week, and reported less administrative burden and stress or burnout, leading to positive personal outcomes for physicians.<sup>3</sup>

Infoway is well positioned to accelerate the adoption of AI Scribe Solutions, while driving interoperability, integration and future expansion of additional services (e.g. eServices) through multiple phases. To support and guide this acceleration, a proposed maturity model has been developed and is anchored in the strategic goals detailed in Infoway Interoperability Roadmap, specifically:

- Reducing data blocking and easing portability

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<sup>3</sup> Scribes - eHealth Centre of Excellence

- Improving provider access to patient data at point-of-care
- Enabling patient access to their health record
- Improving care coordination and collaboration

The proposed maturity model provides a framework for progressively advancing interoperability and defining the vision for enabling improved data quality and interoperability through the adoption of pan-Canadian standards. AI Scribe Solutions will be a key enabler in achieving these goals. AI Scribe Solutions have evolved quickly over a relatively short period of time due to the advancements of deep learning and models such as GPT-4, Claude, and Gemini. These Solutions are expected to continue this trajectory of rapid evolution, which will open up advanced functionality and use-cases for the technology.

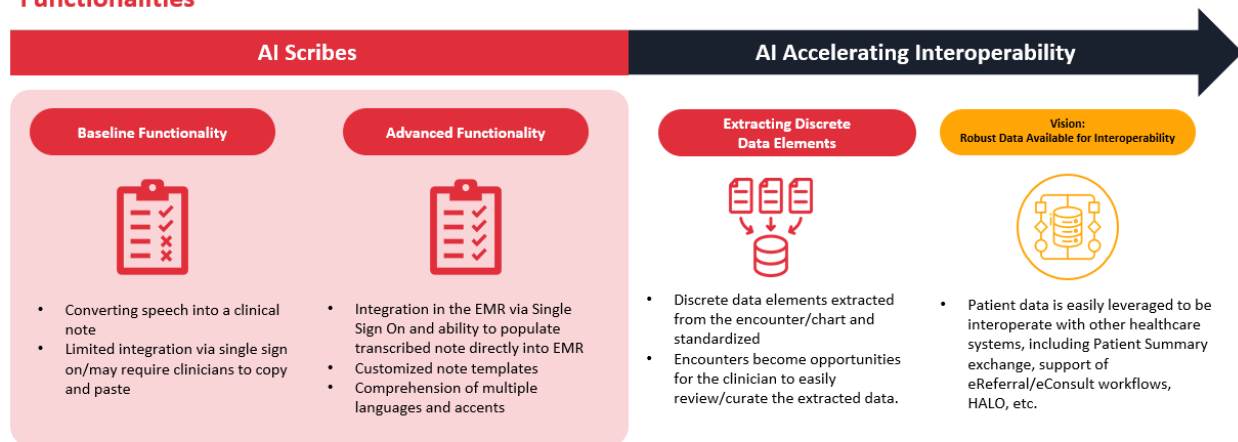
The phases below outline how the AI Scribe Solutions are expected to evolve in tandem with the proposed maturity model over time. As these Solutions mature and gain further functionality, there will be a shift in focus from the tool itself to how interoperability can be accelerated. A future state will enable the extraction of discrete data elements from the clinician encounter/chart and standardized, at the same time giving the clinician the opportunity to easily review and curate the extracted data. Vendors who can demonstrate alignment with these evolving needs will be well-positioned to meet the expectations of the healthcare sector and future procurement processes if the following future facing requirements are included in their Solutions:

- **Standards – Patient Summary:** The Solution should efficiently create a standardized Patient Summary (e.g., PS-CA 2.0) for data standardization and interoperability;
- **Standards – Data Standards:** The Solution should support HL7 FHIR R4 and the ability to import/export data in multiple formats;
- **Integration – Automatic Population of EMR/EHR Fields:** The Solution should be able to capture discrete data elements and automatically populate the correct fields in the EMR/EHR system (e.g., Problem List, Medications, Labs).
- **Integration – Pulling Patient Information from External Sources:** The Solution should pull patient information from external sources (e.g., lab services, provincial assets, etc.) to assist with the encounter;
- **Integration – Billing/Coding:** The Solution should support medical billing workflows based on notes generated within the Solution; and
- **Integration – Existing Digital Health Services:** The Solution should demonstrate the capability to integrate with existing provincial and national digital health services;

This evolution will benefit providers, patients, and the health system, as well as achieving the goals of connected care and the greater vision of Canada's data interoperability landscape.

The proposed phases that outlines how we see the evolution of AI Scribes into more interoperable solutions could include:

### Functionalities



### Benefits



## 5.5 Payment

**5.5.1 Licenses:** Infoway agrees to fund Pre-Qualified Vendors \$100 per confirmed active PCP user, per month during the Funded Period for that PCP. The license will include all the features and functionalities the Bidder referenced in responses to the requirements questionnaire. This funding will apply exclusively to licenses associated with PCP users who have completed the registration process and are Active Users. The Pre-Qualified Vendor shall not require any PCPs to continue to use the Solution after the expiry of the Funded Period. All PCPs associated with a Contracting Entity will have the same license period / Funded Period (e.g., if a Contracting Entity has 4 PCPs on staff who are to use the Solution, those 4 PCPs will have the same 12-month Funded Period).

**5.5.2 Integration Incentive:** Infoway agrees to fund Pre-Qualified Vendors an additional \$25 per confirmed active PCP user, per month for the Funded Period, if the AI Scribe Solution is minimally integrated with an EMR/EHR. To be eligible for this incentive, Pre-Qualified Vendors must meet the following requirements by September 30, 2025:

- (a) **Single Sign-On Capability:** The Solution supports single sign-on functionality to launch directly from the EMR/EHR system without additional sign-ons needed, using industry standard best-practices (such as OIDC, if supported by the EMR/EHR)

- (b) **Patient Contextual Launch:** The Solution supports launching directly from the chart or schedule in the EMR/EHR system, with basic patient information (e.g. patient demographics) pulled directly from the EMR/EHR so it is available within the Solution to assist with the visit.
- (c) **Transfer of Note from Solution to EMR/EHR:** The Solution can efficiently transfer the generated AI Scribe medical note from the AI Scribe Solution to the clinician's EMR/EHR (e.g., 1-button click to automatically transfer note via direct integration).

**5.5.3 Reimbursement:** Infoway has allocated funding to support the deployment of 10,000 licenses for PCP users of Pre-Qualified Vendor Solutions. Once this threshold is reached, no further reimbursements will be made under this agreement. There are two types of payments:

- (a) **Initial Payment:** An upfront payment of \$50,000 to cover the costs associated with Pre-Qualified Vendor changes resulting from qualifying under this RFPQ. This initial payment will be provided within thirty (30) days of signing the Funding and Supply Agreement.
- (b) **Active User Payment:** Quarterly payments to each Pre-Qualified Vendor of \$100 per Active User per month in the quarter, based on monthly tracking data provided by the Pre-Qualified Vendor (plus the Integration Incentive noted above, if applicable). This will be based on the Pre-Qualified Vendor providing accurate, timely, and verifiable data on PCP user registrations and utilizations, as outlined in the Funding and Supply Agreement. The vendor is responsible for tracking the number and general usage metrics of PCP users, and when their respective Contracting Entity's Funded Period begins and ends (since Solutions will be activated across Contracting Entities at different times), and submitting reports to Infoway on a monthly basis. The Pre-Qualified Vendor will be responsible for collecting and reporting information using a standardized template provided by Infoway. The template will encompass key data elements related to PCP and Contracting Entity details, system integration, participation status, usage metrics, and forecasting to support ongoing tracking, evaluation, and future planning.

Pre-Qualified Vendors must utilize Infoway's template and may provide additional supplemental information if necessary.

## 5.6 Deployment

To ensure a smooth and efficient deployment process, it is essential to clearly define the roles and responsibilities of both Infoway and each Pre-Qualified Vendor. This collaborative approach ensures that all parties are aligned in managing the registration, tracking, and reimbursement processes effectively, while maintaining transparency and accuracy throughout the lifecycle of the license deployment for the program duration. Specific responsibilities include:

- (a) Pre-Qualified Vendor's Responsibilities:
  - (i) Ensuring licenses are provided to Contracting Entities in a timely manner;
  - (ii) Manage the registration process for PCPs ensuring a smooth and efficient user experience;
  - (iii) Track all PCP registrations and utilization, providing Infoway with accurate and timely data for reimbursement purposes; and
  - (iv) Ensure that all services, features and functionality identified in the Solution's Summary of Key Features are provided to PCP users for the Funded Period.
  
- (b) Infoway Responsibilities
  - (i) Create and maintain a landing page to showcase Pre-Qualified Vendors and their Solutions, their key features, including links for PCP registration;
  - (ii) Compile active PCP user data provided by Pre-Qualified Vendors to ensure accurate reimbursement calculations (and verify that data, at Infoway's discretion); and
  - (iii) Manage the payment process, reimbursing Pre-Qualified Vendors based on the number of confirmed active PCP users who are in a Funded Period.

## APPENDIX A

### FUNDING AND SUPPLY AGREEMENT

This Agreement made as of [date] (the “Effective Date”) between CANADA HEALTH INFOWAY (“Infoway”) and [ ], a corporation incorporated pursuant to the laws of [ ] (the “Vendor”).

#### BACKGROUND

- A. Infoway issued a request for proposal, RFPQ 5443-25, Artificial Intelligence (AI) Scribe Solutions (the “RFPQ”) to solicit submissions from vendors to provide technology solutions and related services using AI to securely summarize or transcribe conversations between primary care providers and their patients into detailed notes for clinicians.
- B. The Vendor is in the business of providing such technology solutions and related services and submitted a submission and related materials in response to the RFPQ (the “Submission”). At the conclusion of the RFPQ evaluation process, the Vendor was identified as one of the successful vendors.
- C. Infoway and the Vendor wish to facilitate the provision of the Solution by the Vendor at pre-determined fixed prices to Contracting Entities pursuant to a Solution Agreement executed between the Vendor and each such eligible Contracting Entity from time to time (as such capitalized terms are defined below).

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Definitions

In this Agreement and the Schedules annexed hereto, the following terms shall have the respective meanings indicated below.

- (a) “**Active User**” means a registered PCP who has logged in and used the Solution to summarise or transcribe a clinical encounter between the PCP and a patient ten (10) times or more in a given month.
- (b) “**Agreement**” means this Funding and Supply Agreement and all Schedules attached hereto or referenced herein and such other documents, appendices and schedules attached to a Schedule or referenced therein, each as may be amended from time to time.
- (c) “**Audit**” has the meaning ascribed to it in Section 7(a).
- (d) “**Contracting Entity**” means a PCP, their professional corporations or the organization that employs or otherwise engages PCPs to provide primary care.
- (e) “**Eligible Solution Agreement**” means a Solution Agreement that (a) applies to a specific number of individual PCPs (identified by their PCP Professional Credentials); (b) came into effect no later than December 31, 2025; and (c) is within the first 12 months of its effective date.
- (f) “**Funded Period**” means, for each Solution Agreement, the period of twelve (12) successive months commencing upon the execution of that Solution Agreement.
- (g) “**Infoway Audit Representative**” has the meaning ascribed to it in Section 7(a).
- (h) “**Infoway Funded Period**” has the meaning ascribed to in Section 4(a).
- (i) “**Party**” means either of Vendor or Infoway; and “**Parties**” means both of them.
- (j) “**PCP**” means primary care providers – namely family physicians, nurse practitioners, registered nurses in remote communities, and pediatricians who provide longitudinal care in the community.

- (k) **“PCP Professional Credentials”** means the PCP’s name and their professional regulatory license, membership or registration number, as issued by the health professional regulatory body in the province or territory in which the PCP is to use the Solution.
- (l) **“Personal Information”** means information about an identifiable individual or that may identify an individual that is provided to, collected by, or otherwise Processed by the Vendor on behalf of a Contracting Entity in connection with a Solution Agreement, and includes personal health information.
- (m) **“Processing”** means any processing of information or data, whether or not by automated means, including any collection, receipt, production, access to, use, reproduction, storage, modification, retrieval, use, disclosure, deletion, destruction or the information or data, or the rendering of Personal Information anonymous, and “Process” and “Processed” have a corresponding meaning.
- (n) **“Program”** means Infoway’s Artificial Intelligence Scribe Program in which up to 10,000 PCPs are to have access to AI scribe solutions, of which the RFPQ and Vendor Roster are a significant component.
- (o) **“RFPQ”** has the meaning ascribed to it in the Background.
- (p) **“Sign-Up Period”** means the period from the launch of the publicly-available portal described in Section 1(a) and December 31, 2025 (inclusive) or such later date as Infoway may specify in a written notice to the Vendor (provided that later date can be no later than March 31, 2026).
- (q) **“Solution”** means the Vendor’s AI scribe solution and related services, as described in the Submission and other communications to Infoway as part of the RFPQ process, and which meets the mandatory requirements of the RFPQ and otherwise complies with this Agreement.
- (r) **“Solution Agreement”** means a license or similar agreement between the Vendor and a Contracting Entity to permit a specified number of PCPs employed or engaged or represented by the Contracting Entity to access and use the Solution – and that is consistent with, and does not conflict with, this Agreement.
- (s) **“Submission”** has the meaning ascribed to it in the Background.
- (t) **“Term”** has the meaning ascribed to it in Section 5(a).
- (u) **“User”** means a PCP who has registered to access and use the Solution.
- (v) **“User Level Data”** means the User ID generated by the Vendor for each User, geographical location and date of User’s registration, including number of clinical encounters for which the Solution was used in a given month.
- (w) **“Vendor Roster”** means the roster of pre-qualified vendors under the RFPQ.

## 2. Onboarding and Solution Agreements

- (a) **Infoway Portal.** On or before May 1, 2025, Infoway shall launch a publicly available portal to enable PCPs and other Contracting Entities to access general information about the Vendor and the Solution (and other vendors’ solutions that were pre-qualified under the RFPQ). Such portal shall include a ‘Summary of Key Features of the Solution’ as per mandatory requirements set out in the RFPQ, including key features, architectural and functional details of the Solution. The Vendor shall provide reasonable cooperation to Infoway to ensure that the Portal contains accurate and appropriate information and is launched according to Infoway’s timeline.
- (b) **Contracting Entity Due Diligence.** The Vendor shall promptly respond to all enquiries from Contracting Entities regarding the Vendor, the Solution and the Vendor’s participation in the Program, and any request for further information or to execute a Solution Agreement. The Vendor acknowledges that Contracting Entities may choose to, or may be legally required to, conduct a competitive process (further to the RFPQ) in

order to enter into any contract for an AI scribe solution, and the Vendor shall participate in each such process if invited to do so by a Contracting Entity.

(c) Validating Users. Prior to executing a Solution Agreement, the Vendor is responsible for:

- (i) validating that each intended User under a proposed Solution Agreement is a PCP by requiring and recording each such User's PCP Professional Credentials, and in the case of PCPs who are registered nurses in remote communities, the name of the remote community, and ensuring that each PCP is in good standing with its professional regulatory body at the time that the Solution Agreement is to be executed;
- (ii) confirming with Infoway that there are sufficient licenses for the intended Users via a process determined by Infoway (acting reasonably), acknowledging that Infoway is only intending to fund 10,000 Users across Canada and across all vendors under the Program;
- (iii) upon request, disclosing each intended User's PCP Professional Credentials to Infoway to enable Infoway to confirm that each intended User is not already part of the Program and subject to another solution agreement with another vendor;
- (iv) obtaining all necessary consents to enable the foregoing disclosure of information about intended Users to Infoway;
- (v) co-operating with Infoway in its efforts to equitably distribute Solution licenses across Canada to align with Infoway's strategic objectives, which may involve Infoway imposing limits on the number of PCPs in regions, or provinces or territories who may participate in the Program (and for whose benefit the Vendor may execute Solution Agreements), in Infoway's sole discretion.

Infoway shall advise the Vendor if any intended User is already subject to another solution agreement with another vendor (and so is not eligible to be part of the Vendor's Solution Agreement).

(d) Solution Agreements.

- (i) At any time during the Sign-up Period, and subject to Section 1(c), the Vendor shall execute a Solution Agreement in a form acceptable to the applicable Contracting Entity and the Vendor (and that is consistent with, and does not conflict with, this Agreement), and shall do so promptly upon a Contracting Entity's request. Pursuant to those Solution Agreements, the Vendor shall supply the Solution to the Contracting Entity.
- (ii) To the extent any Contracting Entity wishes to enter into a Solution Agreement in the final four (4) weeks of the Sign-up Period, the Vendor shall advise that Contracting Entity that they must complete the activities described at Section 1(c) and thereafter finalize and execute a Solution Agreement prior to December 31, 2025 in order to be eligible to participate in the Program.

(e) Solution Agreement Terms. Without limiting any of the requirements of this Agreement or the RFPQ, the Solution Agreement must contain provisions which address the following:

- (i) the Vendor is fully compliant with all Canadian federal, provincial and territorial laws and regulations governing Personal Information which apply to the Contracting Entity and its PCPs;
- (ii) the Solution maintains audit trails and logs that can be promptly provided or made accessible to PCPs so that a PCP can meet any legal obligation to maintain audit trails and logs regarding access, use, modification or transmission of patient data;
- (iii) the Solution will not use Personal Information, even if de-identified, for the purpose of training any AI system – with the only permitted exception being such training that is for the sole benefit of the specific User associated with that Personal Information or its Contracting Entity;
- (iv) the Solution permits PCPs to configure the duration of transcription data retention periods to allow PCPs to comply with laws, regulations, professional rules and organizational policies that apply to such PCP;

- (v) all data sets used to train any AI system have been lawfully obtained and do not infringe upon any third-party intellectual property rights, including copyrights, trademarks, or trade secrets, and that the Vendor has taken reasonable steps to ensure compliance with applicable laws when sourcing and utilizing such training data;
  - (vi) all Vendor personnel who have access to, or who may have access to, Personal Information are adequately trained on security and privacy matters, including on the Vendor's relevant policies – both at the time of onboarding and at least annually thereafter;
  - (vii) the Vendor has implemented appropriate security controls and monitoring systems in place to detect, and protect the information stored in their systems and infrastructure against, loss, theft, or unauthorized access, use or disclosure, or other compromise to the security and integrity of the systems and information related to the Solution, including the testing of controls and systems referenced above through penetration tests once annually and upon each major release, and implement necessary remediation of identified material risks or deficiencies;
  - (viii) any necessary consents to enable the Vendor to comply with its obligations under this Agreement to report to Infoway about Users and Solution usage;
  - (ix) a conspicuous provision which states that, as the Solution Agreement is funded through the Program, the Solution Agreement automatically terminates if this Agreement terminates (and without any obligation on the part of the Contracting Entity to pay any additional fees), and notwithstanding the termination, the Contracting Entity shall be provided a reasonable opportunity to extract its data in an appropriate file format from Vendor systems; and
  - (x) to facilitate the automatic termination of the Solution Agreement upon any termination of this Agreement, the Vendor shall, prior to termination of this Agreement to the extent possible or else promptly upon termination, provide notice to each Contracting Entity, and will provide them with free use of the Solution for at least **ten (10) days** following the effective date of termination of this Agreement at which point the Solution Agreement with such Contracting Entity will also terminate.
- (f) Specifications.
- (i) Vendor shall ensure that the Solution (as made available to Contracting Entities) meets and continues to meet, during the Term, the mandatory requirements set out in the RFPQ, and all statements in the Submission. Vendor shall ensure that it has sufficient capacity to supply the Solution to each Contracting Entity that executes a Solution Agreement.
  - (ii) For certainty, the Solution shall ensure that individual registered Users can only use the Solution after inputting identification logins and passwords unique to that User (e.g., no generic/guest accounts).
- (g) Contracting Entity Supports. The Vendor shall support Contracting Entities by:
- (i) providing reasonable support to any Contracting Entity in connection with any privacy impact assessments or threat risk assessments that the Contracting Entity is required to conduct;
  - (ii) providing implementation and configuration guidance to the Contracting Entity, including configuration steps and how to adjust settings regarding privacy and security settings, and steps to disable any functionality of a Solution if such functionality cannot comply with the Contracting Entity's reasonable privacy and security policies – including settings related to retention of data; and
  - (iii) designating one or more individuals who are accountable for Vendor's compliance with privacy and security laws and related contractual requirements, and making the contact information for same readily available to the Contracting Entity.
- (h) Transition Out; No Requirement for Continued Use. The Vendor shall not require any Contracting Entity to continue to use the Solution after the expiry of the Funded Period, and upon the expiry of the Funded Period shall provide reasonable support to securely transition any data from the Solution to the Contracting Entity's

systems or records. To the extent that the Vendor wishes to offer the Contracting Entity the option to continue to use the Solution after the Funded Period, it may do so provided that:

- (i) the offer is clearly and separately presented to the Contracting Entity, along with information about all fees and charges, and legal terms and conditions, that will apply if the offer is accepted;
  - (ii) the Contracting Entity is clearly informed that it will be responsible for fees and charges and that acceptance of the option for continued use is not a condition of the Program and is entirely at the Contracting Entity's option; and
  - (iii) thereafter, the Contracting Entity expressly opts-in.
- (i) Referral Fee for Continued Use. In the event of any continued use of the Solution by the Contracting Entity after the Funded Period, as contemplated by Section 1(h), and in consideration for Infoway's referral of the Contracting Entity to the Vendor, the Vendor agrees to pay Infoway a referral fee equal to seven percent (7 %) of all fees paid by Infoway to the Vendor under Sections **Error! Reference source not found.** and **Error! Reference source not found.** during the Funded Period, and to do so within thirty (30) days of that continued use first arising following the expiry of the Funded Period. For the purposes of calculating the above referral fee, Continued use of the Solution by the Contracting Entity will arise if the Contracting Entity is using the Solution or a substantially similar AI solution offered by the Vendor at any time in the three (3) month period following the expiry of that Contracting Entity's Funded Period (the "**Continued Use Period**"), and irrespective of whether the users during the Continued Use Period are the same as the Users during the Funded Period.
- (j) Provincial and Territorial Initiatives. During the Term, the Vendor shall cooperate with Infoway to support any current or future provincial and territorial initiatives which are generally similar to the Program in which the Vendor is participating (e.g., which involve making subsidized licences available to health care providers), and in particular, to avoid duplication and minimize any eligibility confusion for PCPs who may wish to participate in the Program and/or any generally similar provincial or territorial initiative in which the Vendor is also participating.

### 3. Data Tracking, Reporting, and Records

- (a) For each Solution Agreement, the Vendor shall track and maintain accurate records of User registrations and number of Active Users under that Solution Agreement.
- (b) Within 5 days of the start of each month following the start of the Sign-up Period, the Vendor shall report to Infoway in Microsoft Excel format the following details for each Solution Agreement in relation to each Contracting Entity and each of their respective Users during the Funded Period using the reporting template format provided by Infoway as set out in Schedule "B":
  - (i) User Level Data; and
  - (ii) Completed Vendor Forecast Report.
- (c) The Vendor shall, on Infoway's reasonable request from time to time, also (i) track and report on such other data and metrics, and (ii) distribute a survey link to Users.

### 4. Fees and Payment

- (a) Initial Payment. Within thirty (30) days of the Effective Date, Infoway shall pay \$50,000 to the Vendor to cover the costs associated with the Vendor participating in this Program, including performing obligations under Section 2 and the tracking and reporting obligations under Section 3 Notwithstanding the foregoing, in the event of no meaningful use of the Solution, Infoway shall have the right, in its sole discretion, to withhold a portion or all of the foregoing payment to the Vendor or to demand that the Vendor repay a portion or all of the foregoing payment to the Vendor (and the Vendor shall comply with that demand within fifteen (15) days). For the purposes of this Section "meaningful use" means at least 100 Active Users across all Solution Agreements involving the Vendor during the Funded Period.

- (b) Active User Funding. For each calendar month following the start of the Sign-up Period until the end of the Term, for each Eligible Solution Agreement, the Vendor shall be entitled to be paid a flat fee of \$100 for each Active User under that Solution Agreement in that month – provided that the Vendor is compliant with all relevant obligations under this Agreement and that Solution Agreement. The foregoing payments shall be calculated and paid quarterly by Infoway.
- (c) Integration Incentive. Infoway shall increase the per Active User monthly funding set out in Section 4(b) by \$25 per confirmed Active User if the Solution is minimally integrated with the Contracting Entity's electronic medical record / electronic health record system in a particular month. To be eligible for this incentive, the Vendor must meet the requirements specified for the integration incentive at **section 5.5.2** of the RFPQ by September 30, 2025. The integration incentive is paid for the remainder of the Funded Period for each Eligible Solution Agreement, after the month in which the Vendor demonstrates to Infoway's satisfaction that the foregoing requirements have been met.
- (d) Applicable Taxes.
- (i) All fees are exclusive of all federal, provincial, harmonized or other sales, goods and services, use, excise, ad valorem, property, or value added taxes and other similar charges ("Taxes") payable by Infoway in connection with the Agreement.
  - (ii) The Vendor shall collect Taxes from Infoway in the same manner it collects such tax from other customers of the Vendor in the ordinary course of its business and shall be solely responsible for remitting such Taxes to the relevant taxing authority.
  - (iii) The Parties agree to fully co-operate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.
  - (iv) All Invoices provided by the Vendor with respect to any fees to be paid by Infoway will separately state the amount of any Taxes the Vendor is collecting. The Vendor shall provide in the applicable Invoice, the applicable particulars described in the Input Tax Credit (GST/HST) Regulations for any tax, reimbursement or similar amount collectible by the Vendor from Infoway.
  - (v) For greater certainty, the amounts charged by the Vendor to Infoway for the Fees shall not include any Recoverable Taxes charged to, payable by, or paid by the Vendor, where "Recoverable Taxes" means GST, HST, QST and any other taxes (including PST) to the extent that such taxes may be refunded to or otherwise recovered by the payor or for which the payor may otherwise obtain a credit or offset.
- (e) Suspension. If Infoway determines that the Vendor has failed to comply with any material obligation under this Agreement, or if Infoway receives credible reports from Contracting Entities (as determined by Infoway) as to the Vendor's material non-compliance with any of its obligations under this Agreement or any Solution Agreement, Infoway may suspend payment of any amounts to the Vendor until such time as the Vendor can demonstrate, to Infoway satisfaction, acting reasonably, that it was in compliance with such obligation(s). If the Vendor is unable or otherwise fails to demonstrate compliance in such circumstances, the Vendor may forfeit the suspended payment, in whole or in part, as Infoway determines, acting reasonably.
- (f) No Fees to Contracting Entities. For each Solution Agreement, the Vendor is not entitled to charge any fees to Contracting Entities for the Funded Period. Notwithstanding the foregoing, to the extent the Vendor wishes to provide optional advanced Solution functionality to a Contracting Entity under a Solution Agreement, and wishes to charge that Contracting Entity for that advanced functionality while the Solution Agreement is within its Funded Period, the Vendor may only do so after providing Infoway with prior written notice. In granting any such approval, Infoway may impose reasonable conditions necessary to ensure that Contracting Entities understand that they will be responsible for these additional costs. For clarity, advanced Solution functionality must exceed the functionality described in the Vendor's Submission.

## 5. Term and Termination

- (a) Term. This Agreement shall commence as of the Effective Date and shall continue in full force and effect for twenty-four (24) months or the date this Agreement is terminated in accordance with the terms hereof ("**Term**").

- (b) Termination for Breach. Infoway may terminate this Agreement immediately on notice to Vendor if Vendor (i) neglects or fails to perform or observe any material term or obligation in this Agreement and such failure has not been cured within 15 days of written notice being provided; (ii) becomes the subject of a voluntary or involuntary bankruptcy, winding up, receivership, liquidation or similar proceedings which proceeding is not contested in good faith and discharged within twenty (20) days; (iii) has a substantial part of its assets seized, sold or expropriated or ceases to carry on business; or (iv) a change in Infoway's government funding for the Program results in the Program no longer being fully funded to the level required by Infoway to proceed with the Program, in Infoway's sole discretion.

## 6. Data Residency and Subcontractors

- (a) Data Residency. All Personal Information shall only be stored in Canada.
- (b) Authorized Subcontractor List. Authorized subcontractors shall only be permitted to Process Personal Information to the extent listed in Schedule "A", together with the type of Personal Information that may be Processed, the purpose for Processing, and the sole permitted jurisdiction(s) in which the Processing may occur (with storage of Personal Information only to occur in Canada).
- (c) Amending Subcontractor List. Schedule "A" may only be amended by written agreement of the Vendor and Infoway.
- (i) If the Vendor wishes to amend Schedule "A" to add an authorized subcontractor or to alter the particulars associated with an authorized subcontractor, it shall seek Infoway's written approval by providing written notice to Infoway at least thirty (30) days prior to the effective date of the proposed change, which notice shall contain relevant information on the proposed subcontractor, the purpose for Processing the Personal Information and the Personal Information it may Process. The Vendor shall also provide such additional information to the Infoway Privacy/Security Contact about the proposed arrangement as the Infoway Privacy/Security Contact may reasonably request. Infoway shall not unreasonably delay or withhold consent to a proposed subcontractor. If Infoway objects to the change to the approved subcontractors, the Vendor shall collaborate in good faith with Infoway to find a mutually acceptable business outcome.
- (ii) Before permitting an authorized subcontractor to Process Personal Information and periodically thereafter, the Vendor shall conduct commercially reasonable due diligence of that subcontractor and confirm the subcontractor's ability to comply with applicable privacy and security obligations under this Agreement and any Solution Agreement, taking into consideration risks related to such Personal Information. Upon Infoway's request, the Vendor shall promptly provide Infoway with evidence of such due diligence.

## 7. Audits

- (a) Books and Records. Vendor shall at all times during the Term maintain, in accordance with GAAP, or such other similarly generally recognized accounting principles or financial standards, and retain books and records with respect to the activities relating to the provision of the Solution including with respect to all fees and other amounts due and payable under this Agreement in respect of the Solution.
- (b) Audit. During the Term and for the six (6) years thereafter, Vendor shall provide access, at no charge to Infoway, or any internal or external audit representative acting on behalf of Infoway (each, a "**Infoway Audit Representative**"), during regular business hours, and upon at least forty-eight (48) hours' notice in writing to the Vendor, to review, audit, and inspect any operations data, systems, records, documents, policies, procedures, personnel and other information of the Vendor relating to the Solution or this Agreement ("**Audit**") in order to verify the: (A) performance by the Vendor of its obligations or the compliance by the Vendor with the terms and conditions of this Agreement; or (B) reports, invoices, documents and other information supporting such reports and invoices provided by Vendor to Infoway under this Agreement.
- (c) Audit Costs and Reimbursement. Except as provided herein, each party shall bear its own costs in connection with any Audit. Where an Audit reveals the Vendor has over-charged Infoway, the Vendor shall promptly refund to Infoway all such overcharges – provided that if the Audit reveals that Vendor has overcharged Infoway in excess of **two percent (2%)** during the period to which the audit relates, then the Service Provider shall pay for all costs and expenses of such Audit incurred by Infoway and promptly (as a credit against the next invoice, unless no further invoice is reasonably expected), reimburse Infoway for such

overpayment. Notwithstanding any such reimbursement, Infoway may deem the overcharging a material breach of the Agreement.

- (d) Audit Limitations. Notwithstanding the Audit rights granted in this Section, such rights do not entitle Infoway or any Infoway Audit Representatives to have access to books, records, facilities, operations, or information unrelated or not relevant to this Agreement or the Solution. To the extent practicable, Infoway and Infoway Audit Representatives shall conduct each Audit in a manner that is not unduly disruptive to Vendor's business operations.

## 8. Indemnity

- (a) General Indemnity. Vendor shall indemnify and save Infoway and its affiliates, and their respective officers, directors, employees and representatives, harmless from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, directly or indirectly, by any act, omission, fault, default or negligence of Vendor, its employees, agents or service providers related to the performance or non-performance by Vendor of this Agreement or under any Solution Agreement. The indemnities contained in this Agreement shall survive the termination of this Agreement.

## 9. General Provisions

- (a) Third Party Beneficiaries. Except as set forth in this Section 9(a), the Parties do not confer any legal, equitable or other rights or remedies of any nature whatsoever under or by reason of this Agreement upon any person other than the Parties to this Agreement and their respective successors and permitted assigns. The Parties hereby designate Contracting Entities as third-party beneficiaries of this Agreement, each having the right to enforce Section 2.
- (b) Conflict. In the event of any conflict or inconsistency between the terms of this Agreement, the RFPQ and the Submission, such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement; (ii) the RFPQ; and (iii) the Submission.
- (c) Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein, without regard to principles of conflicts of law and shall be treated in all respects as an Ontario contract. The Parties to this Agreement hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- (d) Assignment. This Agreement is not assignable by either Party without prior written consent of the other Party.
- (e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein.
- (f) Notice. Any notice, request, demand, waiver or other communication to be given or made under this Agreement (in this Section, each, a "**Notice**") shall be in writing and shall be sufficiently given or made if (i) delivered in person (including by commercial courier) during a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below; (ii) sent by registered mail to the applicable address set forth below; or (iii) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record (an "**Electronic Transmission**") on a Business Day charges prepaid

For any Notice to Infoway shall be addressed to:

Canada Health Infoway

Attention: Scott Thistleton, General Counsel

Email: [privacy@infoway-inforoute.ca](mailto:privacy@infoway-inforoute.ca)

With a copy to: procurement@infoway-inforoute.ca

Any Notice to Vendor shall be addressed to



Attention:



Email:



Each Notice sent in accordance with this Section shall be deemed to have been received: (A) if delivered in person, on the day it was delivered; (B) on the third Business Day after it was mailed (excluding each Business Day during which there existed any general or rotating interruption of postal services due to strike, lockout or other cause); or (C) on the first Business Day after it was sent by Electronic Transmission. The Parties may change their address for Notice by giving Notice to the other in accordance with this Section. In this agreement, a "Business Day" is any day other than a Saturday, Sunday or statutory or civic holiday in Ontario.

- (g) Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege by such Party shall constitute a waiver.
- (h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be duly executed as of the date first written above by officers authorized in that behalf.

**CANADA HEALTH INFOWAY**



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SUBCONTRACTORS**

<b>Legal Name of Authorized Subcontractor</b>	<b>Types of Personal Information Processed</b>	<b>Purpose for Processing</b>	<b>Jurisdiction</b>

## SCHEDULE "B" REPORTING TEMPLATE

### User Level Data

Clinician ID	Professional Role	EMR	Integration Incentive	Clinic Name	Province	FSA	Date Enrolled	Go Live Date	Number of Patient Encounters
1234567	Family Physician	PS Suite	Yes		Ontario	M2N	03/01/2025	15/01/2025	5
2345678	Nurse Practitioner	MedAccess	Yes		BC	V6T	06/01/2025	07/01/2025	2

### User Level Data Dictionary

Category	Column Name	Data Type	Definition
<b>ID</b>	Clinician ID	Integer	A unique identifier for each clinician
<b>Basic Information</b>	Professional Role	Text	Whether the clinician is a family physician, nurse practitioner, registered nurses in remote communities, and pediatricians who provide longitudinal care in the community
	EMR	Text	The name of the EMR product used by the clinician
	Integration Incentive	Binary Y/N	The solution and EMR/EHR meets the integration criteria outlined in the RFPQ (5.5.2)
	Clinic Name	Text	The name of the primary clinic that the clinician practices at
<b>Geographical Information</b>	Province/Territory	Text	The province or territory where the clinician's clinic is located
	FSA	Text	The first three digits of the postal code of the clinician's clinic
<b>Date Information</b>	Date Enrolled	Date	The date the clinician registered for the AI Scribe tool (signed consent)
	Go Live Date	Date	The date the clinician activated their account and gained access to the tool
<b>Session Information</b>	Number of monthly Patient Encounters	Integer	Number of patient encounters that occurred in the reporting month

### Vendor Forecast Report

Vendor Forecast Report																			
Date:																			
Vendor:																			
Jurisdiction(s) in scope																			
Vendor PCP Target for AI Program:																			
<b>AI SCRIBE LICENSE USER FORECAST BY QUARTER</b>		<b>Q2 2025</b>				<b>Q3 2025</b>				<b>Q4 2025</b>				<b>Q1 2026</b>			<b>Q2 2026</b>		
		Apr'25	May'25	Jun'25	Jul'25	Aug'25	Sep'25	Oct'25	Nov'25	Dec'25	Jan'26	Feb'26	Mar'26	Apr'26	May'26	Jun'26			
Registered PCP AI Scribe Users	TOTAL	0	0	0	0	0	0	0	0	0									
	[Jurisdiction a]																		
	[Jurisdiction b]																		
Active PCP AI Scribe Users	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	[Jurisdiction a]																		
	[Jurisdiction b]																		
		<b>Q3 2026</b>				<b>Q4 2026</b>				<b>Q1 2027</b>			<b>TOTAL</b>						
		Jul'26	Aug'26	Sep'26	Oct'26	Nov'26	Dec'26	Jan'27	Feb'27	Mar'27									
Registered PCP AI Scribe Users	TOTAL													0					
	[Jurisdiction a]																		
	[Jurisdiction b]																		
Active PCP AI Scribe Users	TOTAL	0	0	0	0	0	0	0	0	0				0					
	[Jurisdiction a]																		
	[Jurisdiction b]																		

## APPENDIX B

### Demonstration and Solution Testing Framework

The Demonstration and Solution Testing Framework allows:

- **Demonstration:** Eligible Bidder to demonstrate what key functional and technical capabilities their solution has to offer and user-friendliness of the solution as part of a demonstration to Infoway. The demonstration will be Bidder led and follow the typical encounter journey of a primary care provider; and
- **Testing:** Infoway the opportunity to use and test the solutions of all Eligible Bidders. The testing will be conducted by Infoway users.

While additional instructions will be provided prior to this stage, both demonstrations and testing will review the following content.

- **Clinical Encounter:** The Bidder will demonstrate how the solution supports the primary care provider leading up to and during the encounter (e.g., real time transcription, templates, etc.);
- **Post-Clinical Encounter:** The Bidder will demonstrate the solution's ability to support managing the content produced by the encounter (e.g., editing notes, integration, etc.); and
- **Security and Risk Management:** The Bidder will explain the standards met by the solution.