## A Matter of Trust

A Review of NSHA's Quiet Plan to Hand Control of Nova Scotians' Health Information to an American Company



### Introduction

Starting the week of November 24, NSHA senior managers arranged a series of conference calls with 91 staff who work in health records in 24 hospitals across Nova Scotia (Appendix A).

The staff, who are members of both CUPE and the NSGEU, scan patient records converting them from paper to electronic documents. They then store and retrieve records as needed by physicians and clinicians.

NSHA held eight calls over two weeks. The calls were all largely the same.

The Director of Health Information Services at NSHA started by telling staff that no recordings were allowed. Staff were then told all their jobs were going to disappear in the New Year.

Many of the employees had worked at their hospitals serving patients across the province for 20 or 25 years. One had worked for the employer for 42 years.

"I am shocked our positions are done for," said an employee on one call. "Going back threeand-a-half years when scanning was introduced, we were told we were going to do great things."

Those calls were the start of a process by NSHA to contract out its expansive health records services work to a private, American company called Iron Mountain.

This report is being filed by NSGEU and CUPE in response to that proposed contracting out. Under their collective agreement provisions, the Unions have the right to file this response to the NSHA's proposal and the NSHA is required to consider this report. Those provisions read as follows: (c) Union Response

The Union shall be entitled to make proposals, including proposals on ways to avoid contracting out, within four (4) weeks of receiving notice pursuant to Article 32.24(a). The Union's suggestions should specifically address the reasons for the contracting out.

#### (d) Employer Response

After receipt of proposals or suggestions from the Union pursuant to Article 32.24(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer shall either make the TSP payment offer unconditional or retract the TSP payment offer.

The response of the Unions can be summarized briefly:

- Contracting out will not save NSHA as much money as it claims and will actually cost money in the early years of the contract because of NSHA's obligations to affected employees.
- The experience of government departments making similar deals with a third party, service provider show there are significant, hidden costs in the contracts.
- Contracting out is not necessary for NSHA to improve the guality of the electronic health records it retains.

• The contracting out of this work has important implications for the management of the personal health information of Nova Scotians. NSHA should consult with the public about the changes it plans to implement.

### A Closer Review

#### The Decision to Contract Out Health Information Services at NSHA

NSHA has prepared a business case that called for the elimination of 91 health records positions. The business case said that the NSHA was confident it could get the work done cheaper and maybe even better by giving it as an untendered contract to a private, outside company known as Iron Mountain.

About 84 of the affected employees are women. They work as clerks in 21 different hospitals from Yarmouth to Inverness.

NSHA claims it will save money by eliminating their jobs and the benefits that come with them. Some employees work part-time, so the 91 positions amount to about 83 full-time equivalent positions.

#### The Reason for Contracting Out

The math is simple. Scanning, storing and retrieving patient records on-site at hospitals across Nova Scotia currently costs the NSHA \$4.4 million annually. The cost comes from wages only, according to NSHA. That is, there are 83 FTEs in HIS who are affected by the NSHA's proposed contracting out. NSHA says they average \$50,000 in wages and benefits. Contracting their work out would equal a gross annual saving of \$4.4 million.

NSHA will also create 11 new positions at the Health Authority focused on reducing mistakes in scanning. Those positions will be filled by the redundant employees at an annual cost of \$550,000 (11 X \$50,000).

NSHA said on December 16, 2020 that it expects to pay \$2.3 annually to Iron Mountain to do the new scanning work previously done by its staff and to cover the cost of increased storage of records. NSHA adds that it expects to save \$2.3 million per year through contracting out. However, the figures it has shared with the Unions show savings of \$1.55 million per year.

- \$4.4 million in savings from eliminating 83 FTEs
- Minus \$2.3 million for the untendered contract
- Minus \$550,000 for 11 new quality control jobs at NSHA
- Equals a net savings of \$1.55 million per year resulting from the changes.

NSGEU asks that in its response to this proposal, NSHA explain the discrepancy between the \$2.3 million in savings claimed in its business plan and the savings actually accounted for in the proposal.

#### Additional Costs - Transition Support Payments

In the event NSHA contracts out work, it must meet significant obligations for its affected employees. NSHA must offer an option of a placement into a vacant position or TSP payments to all 91 affected staff. Staff may then choose between these two.

TSP is a form of enhanced severance. Here's how TSP works:

- Each employee must be offered 4 weeks of pay for every year of service up to a maximum of 52 weeks. The amount is pro-rated for part-time employees. Employees must be paid a minimum of eight weeks TSP.
- A review of the seniority dates of the affected HIS employees shows that 49 employees are eligible for the maximum 52 weeks of TSP payments.
- The TSP includes a Transition Allowance in addition to the severance payment. Every member who resigns with a TSP payment is eligible for a Transition Allowance up to a maximum of \$2500, to be utilized for moving costs or retraining or a combination of the two

Of course, not all affected employees will accept this conditional offer. Those who accept TSP offers tend to be eligible to retire and are almost always eligible for the maximum TSP payout. So most will not take TSP and will instead seek placement in a vacant position. This is not good news for NSHA.

#### Here's why.

Once NSHA completes the conditional TSP offers to the affected staff and places staff in available vacancies in January, the employer must then create vacancies for all remaining unplaced staff by making further TSP offers. So, for example, if 15 people accept TSP offers and a further 25 take the suitable available vacancies, NSHA is required to create vacancies for the remaining 51 staff. It must do this by offering TSP to people currently occupying positions that are suitable for the employees affected by contracting out.

That means that NSHA, in this example, would have to pay 51 other people TSP to create vacancies. Again, those accepting would mostly be senior staff capable of retiring and who would be in line for the maximum 52-week TSP payment.

The bottom line for NSHA is that it will be liable to pay TSP to someone for every affected HIS employee who does not gain an immediate placement in January 2021. NSHA officials have made clear they did not account for this when determining the cost and savings of contracting out.

## The collective agreement requirement to make TSP payments creates a significant and unaccounted-for financial exposure in the early years of the contracting out.

Documents provided by NSHA Dec. 16, 2020, show there are currently 18.43 FTE vacancies as of that day which were suitable for placing redundant HIS staff. A further 11 redundant employees will be placed into the newly created quality control positions. That leaves the potential requirement for conditional TSP or subsequent TSP offers for up to 52 mostly senior employees. That would leave NSHA exposed to about \$2.6 million in TSP

## payments in 2021 (\$50,000 X 52 FTEs). That does not include any Transition Allowance payments.

Even if the NSHA prediction of a \$2.3 million savings in the first year is correct, that means the project will likely cost the NSHA money in the first year.

#### Contracting Out an Important Health Care Service – Untendered Contracts

NSHA likes to use Alt Ps.

Alt P is short for Alternative Procurement.

Alternative Procurement is a fancy way of saying untendered contract.

While this is for others to decide, NSHA, government procurement or another external body like the Auditor General, should consider a review of NSHA's practice of using Alt Ps to ensure the organization is optimizing precious health care dollars.

So far in 2020 alone, NSHA has purchased \$41,580,245 worth of goods and services via untendered contracts (Appendix B) according to the province's Alternative Procurement Notices website (<a href="https://procurement.novascotia.ca/altp-notices.aspx">https://procurement.novascotia.ca/altp-notices.aspx</a>)

To be fair, NSHA is a very large organization delivering one of the province's most critical services. Provincial procurement rules allow untendered contracts in limited but necessary circumstances such as emergencies, or because only one vendor must be used to maintain a specialized product, for example. And hospitals deliver a complex service which can often meet those criteria.

# By comparison, however, the IWK, Nova Scotia's other, albeit smaller, health authority, purchased just \$152,149 worth of goods and services through untendered contracts in 2020. (Appendix B)

By their nature, untendered contracts result in a bad deal. You can't negotiate if you can't threaten to take your business elsewhere. You have to pay the asking price with few exceptions.

And once you enter an agreement that requires you to rely upon only one vendor to maintain or deliver any future related services, you have become a captive market.

NSHA has informed the Unions it plans to give US-based Iron Mountain a \$2.3-million-a-year untendered contract to scan, control and store the personal health records of Nova Scotians.

The NSHA offers two justifications for this. The first is that the untendered contract is merely an extension of an existing contract NSHA has with Iron Mountain to store mostly older health records. The second is that Iron Mountain is the only company in Nova Scotia that can do the work.

Neither justification is accurate.

The current contract between the NSHA and Iron Mountain involves storage, scanning and retrieval of eight million mostly older records. A call for the stat retrieval of any of those records today takes about two hours for Iron Mountain to respond to.

The new contract is fundamentally different. The NSHA is proposing to give Iron Mountain full governance and control of Nova Scotians health records.

Second, Iron Mountain is not the only company that could do this work. The Unions were able to identify at least one other company which operates in Nova Scotia, that offers document management services.

Each Atlantic province is party to the Atlantic Procurement Agreement and the Canadian Free Trade Agreement. The agreements promote equal access for suppliers in our region and across the country to government procurement opportunities.

Any government or government entity such as NSHA that is seeking a service valued at over \$50,000 must tender the work across Atlantic Canada unless it claims an alternative procurement exception (Appendix C). Any service opportunities valued at more than \$105,700 must be made available to vendors across the country.

Perhaps the NSHA can justify its untendered Iron Mountain contract under the Alt P exceptions.

Perhaps not.

If it can't, the Province, and in certain circumstances, the NSHA could become liable for lawsuits filed by companies that were denied the opportunity to compete.

To be clear, NSGEU and CUPE are opposed to the contracting out the work for the all the reasons stated in this document. But the untendered contract raises serious questions about whether careful and complete consideration was given to the overall plan to contract out health records.

If NSHA agrees to an untendered contract with Iron Mountain, Iron Mountain will become the only vendor able to provide many additional services in support of the contract. A number of government departments have found themselves in this predicament already.

The Department of Community Services as well as Service Nova Scotia and Internal Services both have contracts with Iron Mountain for records storage. This year alone, the Departments had to do Alt Ps with Iron Mountain totalling \$887,105 for "additional deliveries" of stored records beyond contracted levels.

There is no reason to believe NSHA would be any better than these government departments at predicting its annual retrieval, storage or scanning needs.

As a result, the Unions ask NSHA to inform them whether it anticipates that its contract with Iron Mountain will allow for potential additional costs. If so, these additional costs which can clearly be significant, must be considered in the business case NSHA uses to support its decision to contract out HIS.

NSHA is entrusted with spending enormous amounts of health care dollars. It must be accountable both for the expenditures and the effect of its decisions on the delivery of health services.

All this raises another concern. Once HIS is gone, it's gone.

Should NSHA find in a year or two that the arrangement with Iron Mountain isn't what it thought it would be, there will be no going back. Once the highly experienced HIS employees of the

NSHA are moved to other jobs or take the TSP, it will be difficult and costly to re-instate the service.

NSHA will be stuck with the contract with Iron Mountain for better or worse.

#### Scanning Errors and the Backlog

NSHA officials have argued the contracting out of HIS is an important part of the province's One Patient, One Record commitment. It claims it will achieve more accurate records and faster scanning times.

NSHA has stated its decision to contract out HIS is driven in part by significant errors in scanned materials and a backlog in scanning. The NSHA business plan provided to the Unions on October 23, 2020, clearly show that both are significant problems.

However, some staff have informed the Unions that management has never brought the issue of errors to their attention. Indeed, when the NSHA set up the health records scanning team in 2017, it planned to hire file auditors to ensure accuracy. NSHA never did hire the accuracy auditors.

Many of the errors arise as a result of the poor quality of the existing scanners. NSHA accepts this, highlighting in its business case that the quality issues in scanning are both "human and technological". The business case goes on to state that Iron Mountain has now or will gain access to "high volume" scanners.

NSHA has placed a priority on reducing human and technological errors to improve the reliability and usefulness of its electronic records. As mentioned, it plans to create 11 new positions in quality control.

The problems here are significant and clearly must be managed by NSHA. However, solving these problems does not necessarily require contracting out. Indeed, NSHA is solving part of the problem internally with new quality control staff and it could achieve the remaining required improvements by purchasing its own higher quality and higher volume scanners rather than contracting out 91 positions.

In discussions with the NSGEU and CUPE on Nov. 20, 2020, NSHA indicated these scanners would cost \$200,000 each to achieve the speed and accuracy required to address the problems in the records system. Union notes from the meeting indicate NSHA would require two such scanners.

#### NSHA must address accuracy and backlog issues. Part of the solution will be achieved by hiring quality control staff. The second part of the solution requires high-quality scanners. NSHA should replace its existing scanners with high-quality scanners for use by existing staff.

NSHA has also raised questions about the space required to store records and the fact some of the current storage areas are not suitable due to potential damage from water or mold. On their face, these are valid concerns that must be addressed.

By its nature, OPOR will alleviate the requirement for storage.

Staff have advised the Unions that the NSHA allows paper records that have been converted to electronic files to be shredded within three months if the electronic file has undergone an audit for accuracy. While in theory this would give almost immediate relief to any file storage problems, again, the NSHA has not hired the staff needed to conduct the accuracy audits. It didn't follow through on its plan.

#### A commitment to properly staffing auditing positions as originally planned would help not only with accuracy issues but would also alleviate some of the storage concerns raised by NSHA.

#### Contracting Out an Important Piece of Health Care – The Public Interest Case

A visit to the Valley Regional Emergency Department for chest pain starts a flurry of activity behind the scenes in the Health Records Department. Staff must scan records within 24 hours of receiving them to create electronic documents. Those electronic records and paper documents are kept securely at the Valley Regional.

If the patient is sent home, but the chest pains get worse and they return to hospital, front-line staff can make a stat or urgent request for the patient's records and have them in their hands within seconds.

Patients can rest assured their personal information was only ever in the hands of health care professionals who are under strict instructions to have as few eyes on charts as possible. That privacy is important and is protected by provincial laws.

The details aren't clear yet, but if the NSHA contracts out its handling of health records, the records from that Valley Regional emergency room visit will likely be sent to a hub in Halifax where NSHA staff will prepare the documents to be sent to the private company, Iron Mountain which has a facility in Burnside.

Iron Mountain is a United States-based corporation which describes itself as "...the industry leader in storage and information management services, serving 230,000 customers in 50 plus countries on five continents. Publicly traded on the NYSE under IRM, Iron Mountain is an S&P 500 company and a member of the Fortune 1000 (currently ranked: 649)."

Iron Mountain will hire 11 of its own staff to scan these personal health records in its Burnside warehouse. It will retain the paper records for a few months after which some may be shredded. It will then manage the task of medical record retrieval for hospitals around Nova Scotia.

The Unions have not been told what performance standards Iron Mountain will be expected to meet and how long it will have to retrieve the records. What if the patient with chest pains returns to the Valley Regional and his records are en route for scanning in Burnside? Will delays in accessing records lead to the creation or expanded use of "shadow files" at NSHA?

#### A Matter of Trust

Many details of how the new process will work are not yet known but one thing is certain. The decision to contract out the complete management and control of every private hospital record for every Nova Scotian to a US company is a matter of critical public interest. NSHA has done this without breathing a word to those whose personal records it will now share.

The handling, review management and control of Nova Scotians' confidential personal health records cannot be decided upon by NSHA bureaucrats alone.

Who will see these records? What effect will the change have on patient care if record retrieval is delayed? Are Nova Scotians comfortable with NSHA handing a large, foreign controlled corporation complete governance of their personal health records?

In late November, the NSGEU approached senior elected officials and bureaucrats in the provincial government about NSHA's plan. This was the first they had heard of the plan.

It is difficult to understand how NSHA has evolved to the point where it believes it can make unilateral decisions about fundamental health care services for Nova Scotians without informing the public or their elected representatives.

The Unions assert that NSHA is not justified in making these types of decisions without proper and thorough public consultation and debate. To do otherwise will further entrench perceptions that the NSHA is unaccountable to the public it was created to serve. NSHA has already long struggled with the perception that it is out of touch with Nova Scotians.

### **Our Proposal**

As part of this report, the Unions are obligated to not just raise concerns and questions but to propose solutions. We propose the following based on our close examination of the NSHA's plans and after consultation with the members who deliver the Health Information Services across 24 hospitals in Nova Scotia.

Health records management is an integral part of health care. Access to accurate and timely information will improve health care delivery. The Unions take the position that contracting out the full management of Nova Scotian's health information is a very serious matter of public interest and cannot proceed without full public disclosure by NSHA.

Right now, the public is not even aware this is happening. NSHA cannot proceed in the dark. To do so is a serious breach of trust and will further erode the public's confidence in the management of our health care system.

## NSGEU and CUPE propose the NSHA engage in a public consultation initiative before contracting out HIS.

Key questions must be answered in order to secure public confidence. Some questions include:

- Are Nova Scotian comfortable and willing to have all their personal health information held and managed by a private US based company?
- Exactly what measures will be put in place to assure Nova Scotians that their personal and highly confidential health information will be secure?
- Can the NSHA unilaterally decide to give full management of Nova Scotia's health care records to a private company?
- Will health records services, especially in hospitals in rural Nova Scotia, be faster or slower when active records are being shipped and stored in Burnside?

NSHA has a responsibility to answer these and other questions publicly before it can proceed with its plan.

#### The NSHA should re-examine its business plan.

Cost is a key driver in the decision to contract out. But after several meetings and ongoing follow-up questions, NSHA cannot yet clearly demonstrate exactly what it will save. In fact, NSHA officials admit they hadn't considered they would be liable for a possible \$2.6 million in up-front TSP payments to staff resulting from the contracting out. That alone should give NSHA pause.

NSHA also needs to give very careful consideration to what it is getting itself into with this \$2.3 million untendered contract. Will it find itself liable for substantial additional costs for the work that inevitably arises from the contract? Only Iron Mountain can retrieve the records that the NSHA has given to Iron Mountain. Some government departments found this can be a pricey problem.

There are serious and valid questions about whether there are considerable hidden costs in this contract that NSHA hasn't disclosed at the outset or perhaps isn't yet aware of. If NSHA declares its HIS staff redundant and enters into a multi-year contract with Iron Mountain, it will be very difficult to get itself out of the deal.

#### There are other ways to deal with accuracy and backlogs.

NSHA has valid concerns about accuracy of records, storage and the scanning backlog. These have to be addressed. The Unions accept that.

However, it is also a fact that the current service was established in 2017 without proper scanners and without hiring promised accuracy auditors. Indeed, many employees say they were never even told about concerns around accuracy. And while errors, backlogs and storage are problems in some areas, staff report they are not issues in others.

NSHA can manage its concerns by properly staffing HIS and by providing staff with the appropriate, high-quality scanners.

#### The NSHA should invest in its own employees to improve the performance of HIS.

The NSHA knows what is has to do. It knows it didn't hire promised accuracy auditors. It knows its scanners are inadequate and need to be upgraded. Its own employees are committed to this work and capable of performing it at the highest level. It should stop the plan to contract out and invest in proper scanners and quality control staff to address the problems it is facing.

At the very least, the NSHA should pause its plan to contract out and address the many concerns and questions that are still unanswered.

A pause would allow the NSHA to inform the public about its plans and seek their support.

It would give staff a chance to respond to the accuracy concerns some are just learning about.

It would permit a review of the business case for contracting out in light of the costs associated with employee benefits such as the TSP.

It would give the NSHA an opportunity to more closely consider its plan to enter into a long-term relationship that may prove much more expensive than first thought.

The Unions are confident that with the appropriate investment in its own staff and resources, the NSHA will be able to improve the performance of HIS without entering into a financially risky contract with a third party and without passing the management of the personal health information of Nova Scotians over to a foreign corporation.

The Unions appreciate the opportunity to present this report. We are prepared to answer any questions you may have.

## Appendix A

## FTE Health Records Business Case

Zone	Institution Name	# Impacted staff	# Impacted FTE	FTE equivalent positions available in HIS
	Annapolis Community Health Centre			
	Digby General Hospital	1	0.6	0.57
	Eastern Kings Memorial			
	Fishermen's Memorial	2	1	
E	Queens General Hospital	1	1	2.4
1.Western	Roseway Hospital			
1.V	Soldiers Memorial Hospital	3	2.8	0.6
	South Shore Regional	5	4.5	2
	Valley Regional Hospital	7	6.5	1
	Western Kings Memorial		0.0	
	Yarmouth Regional Hospital	5	4.4	
	Aberdeen Hospital	6	5	2.6
	All Saint's Springhill Hospital	1	1	1
	Bayview Memorial Health Centre	1	1	
E	Colchester Regional Hospital	5	4.8	
rthe	Cumberland Regional Health Care Ctr	3	2.5	2.16
2. Northern	Lillian Fraser Memorial Hospital	-		0.1
R	North Cumberland Memorial Hospital			
	South Cumberland Commity Care Centre			
	Sutherland Harris Memorial Hospital			
	Cape Breton Regional	12	10.6	2.65
	Glace Bay Health Centre		10.6	2.05
		2	2	
	Northside General	1	1	
	New Waterford Consolidated			
c	Buchanan Memorial Hospital	1	0.2	
3. Eastern	Eastern Memorial Hospital	1	0.4	
3. Ea	Guysborough Memorial Hospital	1	0.4	
	Inverness Consolidated Hospital	2	1.6	
	Sacred Heart Hospital			
	St. Martha's Regional Hospital	3	3	0.45
	St. Mary's Memorial Hospital	1	0.5	
	Strait - Richmond Hospital	1	1	
	Victoria County Memorial Hospital			
	Cobequid Community Health Centre	1	1	
4. Central	Dartmouth General Hospital	6	6	1
	East Coast Forensic Hospital Eastern Shore Memorial Hospital			
	Hants Community Hospital			0.4
	Musquodoboit Valley Memorial Hospital			
	Nova Scotia Hospital			
	Queen Elizabeth II Health Science Centre	20	19.5	1.5
	Twin Oaks Memorial Hospital		81.3	18.43

### Appendix B

Use of Alternative Procurement by Nova Scotia Health Authority and IWK in 2020.

## Nova Scotia Health Authority

ALTP ID Award Date Dept	<u>Title</u> <u>Vendor</u>	<u>Category</u> <u>Circumstance</u>	<u>Award</u> <u>Amount</u>
CW50627 14 Dec 2020 Nova Scotia Health Authority	Western Zone Water Treatment Solenis Canada	Services NO SUPPLIERS SATISFIED THE CONDITIONS	\$107,880
CW50634 24 Nov 2020 Nova Scotia Health Authority	Central Zone Water Treatment Solenis Canada ULC	Services NO SUPPLIERS SATISFIED THE CONDITIONS	\$250,000
CW12448 02 Nov 2020 Nova Scotia Health Authority	RXTX LIBRARY SUBSCRIPTION Canadian Pharmacists Association	Services SUBCRIPTIONS TO PERIODICALS (ALL)	\$186,238
CRW48534 15 Oct 2020 Nova Scotia Health Authority	Canadian Pharmacist Letter Subscription THERAPEUTIC RESEARCH CENTER LLC	Services SUBCRIPTIONS TO PERIODICALS (ALL)	\$70,044
CW41156 13 Oct 2020 Nova Scotia Health Authority	Automated GlycohemoglobinAnalyzer, Reagents and Service- Provincial <i>BioRad</i>	Goods ADDITIONAL DELIVERIES	\$2,543,560

CW5002312 Oct 2020Nova ScotiaHealthAuthority	Nursing Competency Assessments British Columbia College of Nursing Professionals	Services SOLE SOURCE	\$222,800
CW4880109 Oct 2020Nova ScotiaHealthAuthority	Fire Life System Inpsections Tyco Integrated Fire Solutions	Services PATENTS, COPYRIGHTS, & OTHER EXCLUSIVE RIGHTS	\$284,133
CW5023309 Oct 2020Nova ScotiaHealthAuthority	PROFFESSIONAL SERVICES SIERRA SYSTEMS Sierra Systems Group Inc.	Services EMERGENCY	\$250,000
CW1841206 Oct 2020Nova ScotiaHealthAuthority	Abbott and Sysmex Support Fees Cerner Canada Ltd	Services COMPATIBILITY	\$111,842
CW3823201 Oct 2020Nova Scotia HealthAuthority	ALTP-Bactec Fx Amendment Becton Dickson	Goods ADDITIONAL DELIVERIES	\$237,068
CW4915701 Oct 2020Nova ScotiaHealthAuthority	Rapid Infuser Warmer Caster Medical Systems	Goods EMERGENCY	\$55,800
CW40503 24 Sep 2020 Nova Scotia Health Authority	Altp - Extension for CTGC Analyzers at AVH Roche Diagnostics Canada	Goods ADDITIONAL DELIVERIES	\$459,566
CW44256 15 Sep 2020 Nova Scotia Health Authority	ALTP Optilite Assays The Binding Site Inc.	Goods SOLE SOURCE	\$861,901
CW4928510 Sep 2020Nova ScotiaHealthAuthority	Mtuitive Opnote and Agile Author <i>mTuitive Inc</i>	Services ADDITIONAL DELIVERIES	\$2,530,000

SR471251428 08 Sep 2020 Nova Scotia Health Authority	Methameasure Annual Liscenses Methameasure	Services COMPATIBILITY	\$27,000
CW4138601 Sep 2020Nova ScotiaHealthAuthority	RSO - ALTP - FiAPC Probes Vantage Endoscopy Inc	Goods COMPATIBILITY	\$1
CW4861301 Sep 2020Nova Scotia HealthAuthority	Web-based Mapping Tool Darkhorse Analytics Inc	Services SOLE SOURCE	\$100,000
CW4489527 Aug 2020Nova Scotia HealthAuthority	ALTP Flow Cytometry Becton Dickinson	Goods ADDITIONAL DELIVERIES	\$660,621
CW48880 27 Aug 2020 Nova Scotia Health Authority	Fortios Bone Debrider Spierings Tissue Processing	Goods EMERGENCY	\$27,637
CW46925 21 Aug 2020 Nova Scotia Health Authority	Biometry Unit Carl Zeiss Canada Ltd	Goods COMPATIBILITY	\$62,240
CW4875021 Aug 2020Nova ScotiaHealthAuthority	ALTP - ESWL Workstation (Lithotriptor) KARL STORZ LITHOTRIPSY-AMERICA INC	Goods EMERGENCY	\$995,600
CW4978121 Aug 2020Nova Scotia HealthAuthority	ALTP - Mediastinoscope KARL STORZ Endoscopy Canada Ltd.	Goods EMERGENCY	\$25,597

CW49006 20 Aug 2020 Nova Scotia Health Authority	Vantage Endoscopy Flexible Scope CPP Agreement Vantage Endoscopy	Services ADDITIONAL DELIVERIES	\$858,460
CW49084 19 Aug 2020 Nova Scotia Health Authority	Digital Retina Camera Topcon Canada Inc	Goods EMERGENCY	\$863,967
CW31407 18 Aug 2020 Nova Scotia Health Authority	Next Generation Sequencing One Lambda/ThermoFisher/Life Technologie	Goods SOLE SOURCE	\$1,075,021
CW48867 18 Aug 2020 Nova Scotia Health Authority	Intra Aortic Balloon Pump Telefex Medical Canda Inc	Goods EMERGENCY	\$262,500
CW46310 05 Aug 2020 Nova Scotia Health Authority	Centaur XPT Supplies Siemens Heatlhcare Ltd	Goods COMPATIBILITY	\$1,110,277
CW38500 27 Jul 2020 Nova Scotia Health Authority	Stain Reagents and Service for Nexus Benchmark and Symphonies Roche Diagnostics Canada	Goods ADDITIONAL DELIVERIES	\$1,750,000
<u>CW47439</u> 24 Jul 2020 Nova Scotia Health Authority	Recommissioning of the HVAC System at St. Martha's Regional Hospital <i>Siemens Canada</i>	Services COMPATIBILITY	\$230,194
<u>CW47488</u> 22 Jul 2020 Nova Scotia Health Authority	Lifecast ALS Adult Female Simulator Echo Healthcare	Goods SOLE SOURCE	\$28,000
CW24031 20 Jul 2020 Nova Scotia Health Authority	Approach License and Maintenance Cohesic Inc	Services SOLE SOURCE	\$313,273

<u>CW24663</u> 20 Jul 2020 Nova Scotia Health Authority	3M Coding Charts 3M Canada Company	Services ADDITIONAL DELIVERIES	\$451,318
CW49000 20 Jul 2020 Nova Scotia Health Authority	Pentax CPP Flexible Scopes Pentax Canada Inc	Services ADDITIONAL DELIVERIES	\$880,774
CW42169 15 Jun 2020 Nova Scotia Health Authority	Service Agreement for Surgical Microscopes Carl Zeiss Canada Ltd	Services COMPATIBILITY	\$217,408
CW39851 05 Jun 2020 Nova Scotia Health Authority	Nuclear Medicine Jubilant DraxImage Inc	Goods NO SUPPLIERS SATISFIED THE CONDITIONS	\$1,138,784
CW39961 01 Jun 2020 Nova Scotia Health Authority	Nuance Medical Transcription Services Accentus Inc	Services ADDITIONAL DELIVERIES	\$2,200,000
CW45081 01 Jun 2020 Nova Scotia Health Authority	Olympus Plasma Button <i>Olympus</i>	Goods COMPATIBILITY	\$56,875
CW4857 31 May 2020 Nova Scotia Health Authority	After Hours Correctional Facility Medical Coverage Praxes Emergency Specialists	Services ADDITIONAL DELIVERIES	\$440,000
CW39226 20 May 2020 Nova Scotia Health Authority	College of American Pathologist CAP Protocols College of American Pathologists	Services COMPATIBILITY	\$108,000
CW42287 08 May 2020 Nova Scotia Health Authority	Service Agreement for Power Tools of OMF Clinics ConMed Canada	Services COMPATIBILITY	\$55,716

CW45749 08 May 2020 Nova Scotia Health Authority	Mindwell U E-Mental Health Tool MINDWELL-U TRAINING INC	Services EMERGENCY	\$80,000
CW4424806 May 2020Nova ScotiaHealthAuthority	Macdonald Building Parking Ashford Properties	Services MONOPOLY	\$90,000
CW6661 20 Apr 2020 Nova Scotia Health Authority	Dynaboard, Dynamine Maintenance and Support Emerald Health Information Systems (an entity of Harris Heal	Services COMPATIBILITY	\$365,058
CW6890 20 Apr 2020 Nova Scotia Health Authority	Dynamine Dynaboard and Infection Control Software Emerald Heath Information System	Services COMPATIBILITY	\$212,967
CW4322910 Apr 2020Nova ScotiaHealthAuthority	Cardiac Stress Equipment <i>GE Healthcare</i>	Goods EMERGENCY	\$29,971
CW46905 07 Apr 2020 Nova Scotia Health Authority	Oracle - Software Update License Support Database Enterprise Oracle Canada ULC	Services COMPATIBILITY	\$170,890
CW18399 01 Apr 2020 Nova Scotia Health Authority	Meditech Client Server Support and Maintenance Meditech Information Technology Inc	Goods ADDITIONAL DELIVERIES	\$10,504,88 2
CW1994401 Apr 2020Nova Scotia HealthAuthority	Meditech Magic Support and Maintenance Meditech Information Technology Inc	Goods ADDITIONAL DELIVERIES	\$2,115,489
CW1841226 Mar 2020Nova ScotiaHealthAuthority	Cerner Charting XR Upgrade Cerner Canada ULC	Services COMPATIBILITY	\$437,593

CW43514 26 Mar 2020 Nova Scotia Health Authority	VIVA E Reagents, Consumables and Service Siemens Healthcare Ltd.	Goods COMPATIBILITY	\$76,858
CW4172824 Mar 2020Nova Scotia HealthAuthority	Resight Focusing Unit <i>Carl Zeiss</i>	Goods COMPATIBILITY	\$262,894
CW42337 20 Mar 2020 Nova Scotia Health Authority	Antimicrobial Stewardship Program Spectrum Mobile Health Inc	Goods COMPATIBILITY	\$106,215
CW44460 20 Mar 2020 Nova Scotia Health Authority	Zoom Virtual Care Zoom Communications Inc	Services EMERGENCY	\$499,500
CW44605 18 Mar 2020 Nova Scotia Health Authority	Stealth Autoguide Medtronics Canada ULC	Goods COMPATIBILITY	\$186,200
CW4672 17 Mar 2020 Nova Scotia Health Authority	STAR Data Migration Upgrade Allscripts Healthcare LLC	Goods COMPATIBILITY	\$384,847
<u>CW42399</u> 11 Mar 2020 Nova Scotia Health Authority	Building Controls Systems Agreement for Valley Regional Hospital Johnson Controls BE Ltd.	Services COMPATIBILITY	\$99,799
CW42401 11 Mar 2020 Nova Scotia Health Authority	Building Controls Systems Agreement for Roseway Hospital Johnson Controls BE Ltd.	Services COMPATIBILITY	\$58,130
CW32800 09 Mar 2020 Nova Scotia Health Authority	Scope service, repair, exchange, and replacement <i>Olympus</i>	Services COMPATIBILITY	\$406,579

<u>CW40841</u> 09 Mar 2020 Nova Scotia Health Authority	Nuclear Medicine GE Healthcare Canada	Goods NO SUPPLIERS SATISFIED THE CONDITIONS	\$518,785
<u>CW24026</u> 29 Feb 2020 Nova Scotia Health Authority	Summit Maintenance and Support Summit Healthcare Services Inc	Construction COMPATIBILITY	\$173,986
<u>CW42465</u> 27 Feb 2020 Nova Scotia Health Authority	VPRO Containers Trudell Medical Marketing Ltd	Goods COMPATIBILITY	\$39,359
CW40531 26 Feb 2020 Nova Scotia Health Authority	Pentax Stroboscopic System Pentax Canada Inc	Goods COMPATIBILITY	\$197,456
<u>CW33688</u> 24 Feb 2020 Nova Scotia Health Authority	FairWarning Auditing Software FairWarning Inc	Services COMPATIBILITY	\$149,471
CW44040 20 Feb 2020 Nova Scotia Health Authority	Cart Washer Renovation Aberdeen Tate Construction Ltd.	Construction EMERGENCY	\$147,871
CW42211 12 Feb 2020 Nova Scotia Health Authority	Building Controls Systems Agreement for Yarmouth Regional Hospital Johnson Controls BE Ltd.	Services COMPATIBILITY	\$99,994
<u>CW42624</u> 10 Feb 2020 Nova Scotia Health Authority	Replace UPS 6 Cath Lab and CCU UPS Server Graybar Canada	Services COMPATIBILITY	\$61,409
CW43103 08 Feb 2020 Nova Scotia Health Authority	Dialysis Chairs Chief Medical	Goods EMERGENCY	\$226,292

<u>CW43593</u> 06 Feb 2020 Nova Scotia Health Authority	Minop Surgical Instruments Trudell Healthcare	Goods COMPATIBILITY	\$71,040
<u>CW42984</u> 05 Feb 2020 Nova Scotia Health Authority	Forensic Service Comprehensive Model of Care Review JRPO Associates PTY Ltd	Services SOLE SOURCE	\$114,197
<u>CW41793</u> 29 Jan 2020 Nova Scotia Health Authority	FilmArray <i>Biomerieux Inc Canada</i>	Goods EMERGENCY	\$43,478
CW40491 28 Jan 2020 Nova Scotia Health Authority	Veriti Thermal Recycler Service Agreement Thermo Fisher Scientific	Services COMPATIBILITY	\$186,401
<u>CW42756</u> 27 Jan 2020 Nova Scotia Health Authority	THERMAL CUTANEOUS STIMULATOR QST. Lab	Goods SOLE SOURCE	\$29,653
CW36001 21 Jan 2020 Nova Scotia Health Authority	REMOVAL AND INSTALLATION OF NEW CHILLER 2 Atlantica Mechanical	Goods ADDITIONAL DELIVERIES	\$275,000
<u>CW42504</u> 14 Jan 2020 Nova Scotia Health Authority	HCV Rapid Antibody Test Kits KNS Canada Inc	Goods SOLE SOURCE	\$159,900
<u>CW5132</u> 01 Jan 2020 Nova Scotia Health Authority	Pathways Healthcare Scheduling System (PHS) Allscripts Healthcare, LLC	Services COMPATIBILITY	\$887,986

### IWK

ALTP ID Award Date	<u>Title</u>	<u>Category</u>	Award Amount
Dept	<u>Vendor</u>	<u>Circumstance</u>	
IWK-2020-529 01 Dec 2020	Pricing agreement for reagents	Goods	\$41,626
I.W.K. Health Centre	Beckman Coulter	COMPATIBILITY	
<u>IWK-2020-554</u> 09 Nov 2020	Parking Payment Process	Services	\$52,900
I.W.K. Health Centre	Hub Parking Technology	COMPATIBILITY	
<u>IWK-2020-493</u> 01 Nov 2020	Nitrogen Generators	Goods	\$57,623
I.W.K. Health Centre	Parker Hannifin Corporation	COMPATIBILITY	

Appendix C

## **Procurement in Nova Scotia and Trade Agreements**

Trade agreements play a vital role in our economy. They create market access for our goods and services by reducing barriers to, among other things, labour mobility, investments, energy, agriculture, and government procurement. Agreements can be comprehensive, covering a number of different topics, or more concentrated by covering individual topics. Each agreement has unique language, exemptions, rules, and requirements. Trade Agreements that impact government procurement in Nova Scotia are below.

\*Note: Posting time-lines stated are a minimum. The type of solicitation selected, as well as complexity of the project, will affect the

time-line directed for posting by Procurement (e.g., RFQ vs RFP). Any changes to the minimum posting time line must be discussed and approved by SNS-IS Procurement. Refer to the **Nova Scotia Procurement Protocols** for additional information.

					Domestic Trade Agreements * excludes tax				
Agreement		Coverage		Province		MASH		Crowns	Posting Time-lines
Atlantic Procurement Agreement (APA)	AtlanticEqual access for Atlantic suppliers.ProcurementIncludes NS, NB, PEI and NFLD & their		Services: \$50K+		Ser	ods: \$25K+ vices: \$50K+ nstruction:\$100	)K+	Goods: \$10K+ Services: \$50K+ Construction: \$100K+	Trade Agreement: N/A Policy: 15 Calendar Days
Canadian Free Trade Agreement (CFTA)	Trade Agreement Includes all Canadian Provinces,		Goods: \$26,400+Goods: \$105,700+Services: \$105,700+Services: \$105,700+Construction: \$105,700+Construction: \$264,200+		)+	Goods: \$528,300+ Services: \$528,300+ Construction: \$5,283,2	Trade Agreement: N/A Policy: 15 Calendar Days		
			Inte	rnational Trade Agre	eme	ents *Includes tax			
Agreement		Coverage		Province		MASH		Crowns	Posting Time-lines
Comprehensive Ed Trade Agreement European Union (C	with the		s)	Goods: \$366,200+ Services: \$366,200 Construction: \$9.1	+	Goods: \$366,2 Services: \$366, Construction: \$	,200+	Goods: \$650,000+ Services: \$650,000+ Construction: \$9.1M+	Trade Agreement: 30 Calendar Days (if posted electronically with hard copy responses);25 Calendar Days (if posted electronically with electronic responses)
Progressive Trans-	Comprehensive and Progressive Trans-Pacific Partnership (CPTPP)Applies to the following council Canada, Japan, Brunei, Mexi Singapore, New Zealand, Au & Vietnam			Goods: \$650,000+ Services: \$650,000 Construction: \$9.1	+	Not applicable		Goods: \$650,000+ Services: \$650,000+ Construction: \$9.1M+	Trade Agreement: 30 Calendar Days (if posted electronically with hard copy responses);25 Calendar Days (if posted electronically with electronic responses)
World Trade Organization – Agreement on Government Procurement (WTC	D-GPA)	Equal Access for suppliers to 19 Parties, which together cover 47 WTO Members. Includes Canad Provinces, Territories & the Fed Government	7 ian	Goods: \$650,000+ Services: \$650,000+ Construction: \$9.1N		Not applicable		Not applicable	Trade Agreement: 30 Calendar Days (if posted electronically with hard copy responses);25 Calendar Days (if posted electronically with electronic responses)

Version: Jan. 9/20

