

GOVERNMENT OF MANITOBA
Labour and Immigration

Call for Applications
and 2023-24 Application Submission Guidelines

Newcomer Community Integration Support Program –
Newcomer Community Connections Stream

Issued by: Labour and Immigration
Initial Issue Date: February 3rd, 2023

Application Submission Deadline:
6:00 p.m. CST, February 27th, 2023

Labour and Immigration
2023-24 Call for Applications (CFA) and
Application Submission Guidelines
Newcomer Community Integration Support Program
Newcomer Community Connections Stream
Table of Contents

Glossary of Terms.....	3
Background.....	5
Schedule of Events	6
Questions and Answers / Contacting Labour and Immigration	7
Overview	8
Application	12
Preparing the Application	14
Submitting the Application.....	15
Evaluation and Selection.....	16
Negotiation of the Contribution Agreement.....	18
Manitoba Terms & Conditions and Policies.....	19

Glossary of Terms

Term	Definition
Addendum	information added to correct, modify, or support information in the original issue of this Request for Applications
Agreement	the formal written agreement between Manitoba and any successful Candidate to this CFA to provide the Services as negotiated
Application	Online application in response to this CFA made by a Candidate
CFA	this Call for Applications in respect of the Services including all information in the 2023-24 Application Submission Guidelines and addenda that may be issued in respect of the CFA prior to the Submission Deadline
Form of Agreement	forms the basis for commencing negotiations between Manitoba and a selected Candidate.
Guidelines	the 2023-24 Application Submission Guidelines (i.e. this document)
Immigration Status	refers to both permanent and non-permanent residents, including temporary workers, refugee claimants and naturalized citizens.
Manitoba	The Government of Manitoba, as represented by the Minister of Labour and Immigration
Must, Shall/Should, Mandatory	a requirement that must be met in order for a Application to receive full consideration
Naturalization	Canadian citizenship can be acquired by birth or by naturalization. Naturalization is the legal process by which immigrants acquire Canadian citizenship. In the majority of cases an immigrant to Canada will commonly be a permanent resident before becoming a Canadian citizen through naturalization.
Newcomer	individuals born outside of Canada (or born in Canada but raised outside of Canada) and living in Manitoba either temporarily or permanently. An individual might self-identify as a newcomer until they identify as integrated.
Output	the direct product or deliverable of an activity; e.g. number of clients served or trained, materials produced, number of events held, etc.
Outcome	the change or benefit resulting from project activities; an outcome statement should describe a change that can be measured/demonstrated based on evidence/data. Some examples: % of clients who experienced an increased sense of inclusion and stability while settling in a new social context % of clients who experienced increased confidence in job searching % of clients who acquired Canadian work/volunteer experience through the services provided by the project
Permanent Resident (PR)	foreign national who has acquired permanent resident status in Canada and has not subsequently lost it
Refugee Claimant	a person who has applied for refugee protection status while in Canada and is waiting for a decision on their claim from the Immigration and Refugee Board of Canada.

Services	the work and tasks required by Manitoba to be performed which may include the provision of the goods, materials and equipment required to perform the work and tasks, and any deliverables arising from the work and tasks performed
Submission Deadline	the date and time set out on the title page of this CFA or any amendment to that date and time made by Manitoba by way of addendum prior to that date and time
Temporary Residents	a foreign national who is legally in Canada for a temporary period. They include international students and foreign workers. A refugee claimant is also considered a temporary resident while awaiting the outcome of their refugee hearing.

Background

Manitoba's Skills, Talent and Knowledge Strategy provides a vision to build knowledge and skills through a competitive advanced education system and open immigration programs, leading to economic growth and new opportunities for all Manitobans. In recent years, Manitoba has played a strong role in collaborating with Immigration, Refugees and Citizenship Canada to ensure an effective response to newcomer needs in the province. Through the Manitoba Provincial Nominee Program (MPNP), Labour and Immigration enhances Manitoba's communities and labour market by nominating skilled workers and investors. The department also administers funding programs to support settlement, integration and foreign credential recognition services to Manitoba newcomers.

Immigration is an area of shared federal and provincial jurisdiction. Newcomers require the appropriate settlement and integration services to ensure successful social and economic integration in Manitoba. Regardless of immigration status, newcomers have a wide array of knowledge, skills and experiences, as well as a range of individualized needs during their integration process. Immigration supports Manitoba's post-pandemic economic recovery by addressing skills shortages, attracting international talent and investment, and counteracting out-migration. Community integration is a component of the immigration continuum which leads to stronger and longer-term economic attachment and newcomer retention.

Schedule of Events

The following Schedule of Events is subject to change. Best efforts will be made to meet these dates.

- **Call for Application Closing Date: 6:00 pm Central time on Monday, February 27, 2023**
- Anticipated Evaluation and Selection Period: February 28 – March 21, 2023
- Anticipated Negotiation of Agreement Period: March 21 - 31, 2023

Note: Applications received after the Closing Date will not be considered for evaluation.

Project Duration

The term of any Agreements resulting from the CFA process must be within the period of **April 1, 2023 to March 31, 2024**. Any expenditure incurred prior to the signing of the contribution agreement by Manitoba prior to the approved project start date, or any costs related to the preparation of an application, will not be reimbursed.

Where Labour and Immigration must amend the **content** of the Application Guidelines and/or Forms, amendments will also be posted via an addendum on the [CFA webpage](#).

It is the applicant's responsibility to check frequently for addenda postings; every 48 hours is recommended.

Questions and Answers / Contacting Labour and Immigration

Questions and Answers

Questions must be sent via email and must include the subject line provided below; failure to do so will prevent Labour and Immigration from providing timely response to your question. Please do not re-submit questions.

Before submitting a question, please refer to the Guidelines and the Questions and Answers (Q&A) section of the website.

Email CFA Questions to: CFA_NCIS@gov.mb.ca

On the Subject line, please use: QUESTION from CFA Candidate

Contacting Labour and Immigration

In addition to asking questions, candidates may need to email Labour and Immigration for very specific reasons. In order to ensure your email is properly directed, it is essential to use the correct SUBJECT line in your email.

See the list below of **reasons** why you might need to contact Labour and Immigration regarding this CFA. **Use the relevant Subject line provided.**

All email must be sent to: CFA_NCIS@gov.mb.ca

- To submit a QUESTION(S) regarding the CFA
Subject: **CFA - QUESTION**
- To alert Labour and Immigration of a FUNCTIONALITY ISSUE regarding the online Forms
Subject: **CFA - ALERT**

Overview of Newcomer Community Integration Program - Newcomer Community Connections Stream

Objective

Newcomer Community Integration Support Program (NCIS) - Newcomer Community Connections Stream (NCCS) supports direct service providers to enhance settlement and integration services and programs in Manitoba which facilitate successful social and economic integration of newcomers in Manitoba.

Description:

This stream supports development of community connections for newcomers and building a network of support and community of care to better assist newcomers' integration in the Manitoba community. Additionally, it will empower newcomers to find jobs best suited for their skills and aid the development of professional networks. Recommended projects will align with the goals of the Skills, Talent and Knowledge Strategy to ensure newcomers are able to participate fully in the community and contribute to a growing economy in Manitoba. The NCCS also intends to fill gaps in newcomer services in Manitoba by providing funding for complementary direct settlement and integration services for newcomers that are not funded by Immigration, Refugees and Citizenship Canada (IRCC).

Eligible Beneficiaries

- Temporary Residents (Temporary Foreign Workers and International Students) and their dependents
- Refugee Claimants
- Naturalized Canadian citizens who present as newcomers
- Canadian-born citizens raised outside of Canada who present as newcomers
- Must be residing in Manitoba

* The NCCS may consider projects that fill gaps and respond to unique needs of newcomers (including Permanent Residents) if the project can demonstrate with evidence that the services will complement the existing integration service network and are not funded by Immigration, Refugees and Citizenship Canada (IRCC).

Eligible Candidates

- Service Provider Organizations with services for newcomers that drive labour market attachment and contribute to the economic growth in the province; connect newcomers to their communities in Manitoba and contribute to positive integration experience
- Established non-profit organizations/community groups
- Direct service/program providers

Candidates must:

- ✓ have the experience, infrastructure, and ability to undertake the administrative, reporting, and financial requirements of the project

- ✓ have a minimum of two (2) years experience serving newcomers directly
- ✓ deliver programs/services in a manner that is respectful and appreciative of diversity, reconciliation and inclusion
- ✓ not propose a project to deliver duplicated services that are currently available and accessible to newcomers

Eligible Costs

Eligible costs are those reasonably needed and expected in establishing and delivering the proposed projects. Costs must be reasonable, realistic, and representative of your project; a profit margin is not an eligible cost category. When completing Form B (*Proposed Project Budget*) you must refer to the Eligible Costs listed below and categorize project costs under the appropriate category.

Any expenditure incurred prior to the signing of the contribution agreement by Manitoba prior to the approved project start date, or any costs related to the preparation of an application, will not be reimbursed.

Salaries and Wages

Salaries/wages and mandatory employment-related costs (i.e. - CPP, EI and vacation pay) and staff benefits that are reasonable for the position hired.

Overhead Costs

Rent, hydro, telephone, internet, materials and supplies, bank charges, payroll processing fees, bookkeeping, office supplies, printing/photocopying, software, courier, postage, travel/mileage, parking, promotion advertising, brochures, equipment rental, translation and interpreter services, professional and consultation fees for technical and legal advice, research, accounting and audit services, meeting costs, and other operational expenditures that are essential to the delivery of the proposed project. The costs included in the proposed budget must exclude any GST/PST credit or rebate that the Candidate would normally receive from the Canada Revenue Agency or the Minister of Finance of Manitoba.

GST (Goods and Services Tax)

Usually when service providers purchase supplies, equipment, or services for a project, they must pay GST. These costs are reimbursed to service providers in one of two ways:

Input Tax Credits by Canada Revenue Agency - If the service provider is a for-profit organization and a GST registrant, it receives Input Tax Credits (ITA) on taxable purchases from CRA. In these cases, Manitoba does not reimburse the service provider's on the GST associated with any project cost.

Reimbursement by Manitoba - If the service provider is a not-for-profit organization, Manitoba reimburses the project's actual GST on project costs minus any GST credit/rebate that the organization is entitled to receive from CRA. The overall proposed budget should include only the GST amount that is eligible for reimbursement within the cost category.

Other Funding Sources

Manitoba requires Candidates to disclose all confirmed or potential sources of funding and the dollar amount that are (or to be) used by the proposed project and/or any related activities. If applicable, identify all individual sources of Provincial funding (specifying the funding department). The disclosure is

required in the application Form B, during the Agreement negotiation period and during the life cycle of an Agreement. Manitoba will not reimburse any project costs that have received funding from other funding sources.

Funding Principles

The funding principles listed below provide the foundation for the funding program and Project Content:

- **Complementary to existing services:** Proposed activities should not duplicate services currently available and accessible. Where possible or relevant, activities should benefit from, or complement, the existing service network.
- **Needs-informed planning:** Applications should be based on demonstrable needs and demands. Evidence should be provided to confirm the needs and gaps being addressed in proposed activities.
- **Client-centredness:** Programming should be responsive to the unique needs of clients. A client centred approach demonstrates a strong connection between the assessed needs and goals of the client and the programming/supports provided.
- **Building on proven strengths:** In cases where successful programming is in place that aligns with the stated priorities, there may be opportunities to enhance/augment the existing service or make it accessible to a larger or broader audience. Existing strengths and successes need to be demonstrated by past/current outcomes.
- **Innovation to address current or emerging population/client needs:** Innovation is the process of implementing new ideas, strategies, systems, products or program designs that result in added-value or improved quality of service. An innovative process will include research, development and piloting of new approaches. It should also include consideration for how to share or disseminate information, methods or lessons learned from the practices.
- **Partnership and collaboration:** Every effort should be made to capitalize on existing programming and expertise from partner programs or organizations. There should also be consideration for opportunities to increase the capacity of other organizations or invite new organizations into a continuum of service in which they have not been formally involved.

Given the Funding Principles outlined above, consideration will only be given to candidates with a proposed budget that does not exceed \$450,000.00.

Expected Outcomes

Activities funded through this CFA will contribute to one or more of the following. The outcomes are broad and designed to guide Candidates in their preparation of Applications. Candidates are expected to articulate more specific project outcomes and are required to describe how success in each of their stated outcomes will be measured and reported.

- Increase clients' knowledge of, and access to, available services, opportunities, and resources that are relevant to settlement and integration needs in the community they reside
- Expand newcomers' opportunities and ability to connect to and participate in the economic, social and professional networks in ways supportive of their short and long-term integration plans
- Accelerate the integration process by reducing barriers for clients to access public services, employment services and community resources
- Connect newcomers and long-time Canadians, Indigenous peoples and settled immigrants to create inclusive and welcoming communities, as well as sense of belonging
- Improve the client's chance to attain employment that relate to their skills and experience and align with Manitoba labour market needs
- Improve regional integration support to newcomers to meet regional immigration and economic/labour market needs
- Create or improve positive continuous interactions, connections and relationships between newcomers and community members

Activities of interest

- Expand IRCC funded settlement services to meet the needs of clients who are temporary workers or international students
- Orient clients and their families to the full range of community resources, organizations and facilities available
- Assess and identify clients' settlement and integration needs and facilitate access to appropriate supports and services
- Increase client knowledge and experience of local recreation, arts and culture activities
- Create opportunities and improve Manitoba Provincial Nominee Program applicants' chance to meet their career or business goals
- Help clients build social and/or professional networks
- Provide short term targeted language training (informal) to increase client's chance of achieving career goals
- Support international students while transitioning from institutions to labor market, as well as from temporary status to permanent status
- Promote a sense of security, stability during client's integration process in a new community
- Build wellness and resilience using culturally appropriate approaches
- Increase understanding of provincial institutions such as law, health and social services
- Build awareness, knowledge and understanding of newcomer needs and foster a welcoming community
- Build the organizational capacity of specialized support groups/services to better serve their newcomer member
- Other activities that enable clients to achieve the expected outcomes as defined in this CFA

Application

You must complete the online Application and provide all required forms and supporting documents as required by the Guidelines. Ensure that you provide clear and concise answer under each section of the online Application. Use the below as a guide to form your answers. Failure to address each item or miss to provide required information in the correct format will negatively impact your Application in the evaluation process.

I. Project Needs

- Identify the newcomer integration need(s) and gaps to which you are responding
- Provide evidence to demonstrate that the need or gap exists
- Describe the target population to be served and the numbers of clients to be served
- Provide evidence to predict the demand for this service over the duration of the project
- Identify any similar projects/services in Manitoba and how your project differentiates from others and adds value
- Describe how the proposed activities complement, strengthen and/or integrate into the existing newcomer integration service network

II. Project Activities

- Provide a detailed description of your proposed project activities
- Provide anticipated outputs that can be supported by reliable data
- Provide a full rationale for the number of clients you plan to serve and the depth of service you plan to offer
- Explain how the activities address your identified issues and needs and the purpose/priorities articulated in the CFA
- If applicable, describe your approach to attract/recruit clients
- Describe any needs assessments that you will conduct with your target group/client and how this will inform the development of programming/services
- If your proposed activities involve broadening or enhancing an existing successful program, please provide evidence of the program's current strengths and successes
- Provide a detailed work plan that includes:
 - Start and end dates
 - Work break down and schedule
 - Timeline for outcomes
- Risk Management Plan - Please identify those risks that could negatively affect the operation of the project, deliverables and expected outcomes, and provide mitigation plans accordingly.

III. Ability to Deliver Proposed Project

- Describe your knowledge, experience and current capacity to support the proposed project

- Describe your expertise as it relates to the delivery of the proposed project to support newcomer integration, or your plan to bring in this expertise
- Describe the roles and required qualifications of positions included in the proposed project
- Describe your capacity to administer the activities including financial management, data collection, reporting and, if applicable, client file administration
- Explain how the proposed activities are supported by your organization’s missions, goals, and strategic plans
- If your proposed activities involve a partner organization(s):
 - Describe the role of the partner(s) and how communication and work flow will be managed
 - Explain how the partnership will enhance the proposed activities
 - In your supporting documents, include a statement from each partner organization(s) in which they indicate their role
 - Identify one organization to receive the project funding and be accountable for the use of the approved funding

IV. Outcomes and Measures

- State which Expected Outcome(s) listed under this CFA will be addressed by the activities
- If your project’s outcomes are more specific, clearly describe the specific outcomes and how they align with the Expected Outcomes
- Describe how the proposed activities will contribute to the clients outcomes and the overall outcomes of the project
- Include a detailed plan to describe how data will be collected and used to monitor the performance and to measure the outcomes of the proposed project
- Explain the methodology and tools you will use to measure and report on the client outcomes, as well as the project outcomes

V. Project Budget

- Complete Form B with an estimated project budget
- Explain key assumptions the budget is based on
- Ensure that the proposed project budget includes only eligible costs as identified in this CFA Guidelines
- Costs must be quoted in Canadian dollars.
- Candidates are advised to present their best offer. Note: Actual funding amount will be determined during the contract negotiation and will not exceed the proposed budget amount in this application.
- Candidates must provide full disclosure of the organization’s funding sources.

Note: If your application includes more than one project, you must submit a separate Application for each project.

Preparing your Application

Application Checklist:

Forms listed below must be completed and signed electronically. You will be asked to upload these three forms when filling out your Application online. You can download the fillable forms at [CFA webpage](#). Hand filled forms will not be accepted.

- FORM A - Applicant Declaration
- FORM B - Proposed Project Budget
- FORM C – Relationship to Manitoba

Mandatory Supporting Documents:

You will be able to upload the below documents in your online Application.

- Organizational Chart
- Most recent audited financial statements or Annual Reports
- Two (2) Letters of Reference (see details re: References below)
If applicable:
 - List of Board of Directors/shareholders
 - If partnering on a project, signed Statement from partner organization(s) indicating its role in the project. If your Application includes more than one project, each project that utilizes a partner requires a statement from the partner organization.

Letters of Reference

Two Letters of Reference from two different organizations or individuals must be included in your Application. Following the Application Evaluation and prior to the determination of the successful Candidates, Manitoba may conduct reference checks to verify statements made in the Application to confirm the quality of the Services delivered by the Candidates. Manitoba, in its sole discretion, reserves the right to select key personnel for reference checks and may limit the role(s) for which references are conducted. Candidates are advised that Manitoba, in its sole discretion, may elect to forego reference checks if the Candidate(s) has had satisfactory past experience with Manitoba and/or Manitoba deems the Reference Checks not required and proceeds directly to determination of the successful Candidates. Manitoba will not enter into an Agreement with any Candidate whose references, in Manitoba's sole opinion, are found to be unsatisfactory.

Submitting an Application

Submitting an Application

Applications will be submitted online at [CFA webpage](#). Candidates will submit ONE application for each project. The Application will guide you through steps to answer a series of questions and upload documents.

Updating a Submitted Application

To update an Application that has been submitted, you must resubmit an online Application to replace what you have already submitted. Resubmission will be accepted only if they are received **by the Submission Deadline**. Any resubmission received after the Submission Deadline will not be accepted.

Withdrawing a Submitted Application

You may withdraw a submitted Application at any time throughout the CFA process prior to the execution of the Agreement. To withdraw an Application, a written notice to withdraw must be sent to CFA_NCIS@gov.mb.ca with the subject line **Withdrawing Submitted Application**

Evaluation and Selection

Each complete Application received by the submission deadline will be screened for eligibility. Eligible applications will be evaluated by a Selection Committee according to the below criteria:

- Project Need
- Proposed Activities
- Ability to Deliver Proposed Project
- Outcomes and Measures
- Budget

Other considerations:

Funding decisions are based on your Application's total assessment score, service provider history with the Province (if applicable), service uniqueness in a given area to avoid duplication, geographic coverage and departmental priorities, as well as the available funding. Priority may also be given to services promoting Francophone integration and retention and services promoting regional integration and retention.

Manitoba plans to select multiple Applications to ensure needs are met as effectively as possible with regard to geographical range and a full continuum of services within the available funding allocated to the Department. Manitoba reserves the right to select either part(s) of an Application or an Application in its entirety.

Assessing Status in Relation to Manitoba and Past Performance

A Candidate's *Status in Relation to Manitoba* and record of past performance will be a factor in Manitoba's determination of the Candidate's qualifications to provide the Services. The Status in Relation to Manitoba and record of past performance of the top ranked Candidate will be assessed.

Status in Relation to Manitoba (Form C)

If money is owed to Manitoba by a Candidate or proposed subcontractor, or if Manitoba, in its sole discretion, determines that a conflict of interest or perceived conflict of interest or a dispute or pending dispute is of such a nature that it would be inadvisable for Manitoba to enter into an agreement with the Candidate, Manitoba may disqualify a Candidate.

If a Candidate is disqualified based on its *Status in Relation to Manitoba*, Manitoba may proceed to assess the *Status in Relation to Manitoba* of the next-best-ranked Candidate. If the top ranked Candidate passes this review, past performance will be assessed.

Past Performance

Manitoba will contact references provided by the Candidates and may consult staff of a department, branch or division of the Government of Manitoba; a Manitoba Crown corporation or agency; or an academic institution, health authority or other entity providing education, health or social services funded by Manitoba, that have had dealings with the Candidate or the Candidate's subcontractors.

Manitoba may determine, in its sole and absolute discretion, that a Candidate's record of past performance is unsatisfactory based on any of the following factors:

- a) a Candidate or an entity the Candidate proposes to provide the Services is debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch or division of Manitoba,
 - (ii) a Manitoba Crown Corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- b) a Candidate's performance of a project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete, or late according to such reference;
- c) a Candidate or an entity the Candidate proposes to provide the Services is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a project or part of a project or failure to comply with a term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:
 - (i) a department, branch or division of Manitoba,
 - (ii) a Manitoba Crown corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- d) a Candidate or an entity the Candidate proposes to provide the Services has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and Manitoba is of the opinion that its existence is likely to adversely affect working relationships on the project or under the Agreement.

If Manitoba determines that a Candidate's record of past performance is unsatisfactory, Manitoba may in its absolute discretion, disqualify the Candidate and reject its Application.

If a Candidate is disqualified based on past performance, Manitoba may proceed to assess the past performance of the next-best-ranked Candidate.

Notification to Candidates

A Candidate that is disqualified during the evaluation process will be notified of the disqualification.

Manitoba will notify all Candidates of the outcome of the CFA process, after any and all Agreements are signed.

If Manitoba decides not to enter into an Agreement with any Candidate, all Candidates will be given written notice of decision.

Negotiation of the Contribution Agreement

Manitoba will invite selected Candidates to enter into negotiations to finalize Agreements.

Negotiations may include requests by Manitoba for supplementary information from the Candidate to verify, clarify or supplement the information provided in its Application or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba for improved cost or performance terms from the Candidate.

Manitoba requires selected Candidates to disclose during the Agreement negotiation period (and during the life cycle of an Agreement) all confirmed or potential sources of funding or in-kind contribution for program activities and/or eligible costs.

Manitoba intends to conclude negotiations within a period of thirty (30) days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, Manitoba may discontinue negotiations with the Candidate.

If Manitoba and a Candidate successfully negotiate the Agreement, Manitoba will prepare the final Agreement for signing by both parties.

There will be no legally binding relationship created with any Candidate prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Candidate and Manitoba.

Manitoba Terms & Conditions and Policies

Terms & Conditions

1. Application Ownership and Confidentiality

Applications, once submitted, become the property of Manitoba. All Applications will be kept in confidence by Manitoba subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

2. Conflict of Interest

Manitoba may reject any Application if Manitoba, in its sole discretion, determines that an actual or potential conflict of interest exists.

3. Amendment of CFA

Manitoba may amend or clarify this CFA by one or more addenda issued before the Submission Deadline. Manitoba will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda that extends the Submission Deadline.

4. Cost of Applications

Candidates are responsible for all costs incurred by them in preparing, and submitting Applications.

5. No Contract A and No Claims

This CFA process is not intended to create, and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- 5.1. this CFA shall not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- 5.2. neither the Candidate nor Manitoba shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the CFA process, including any decision by Manitoba to enter into an Agreement with a Candidate, any decision by Manitoba not to enter into an Agreement with a Candidate or a decision by a Candidate to withdraw its Application.

6. No Contract until Execution of Written Agreement

This CFA process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Candidate and Manitoba by this CFA process until the successful negotiation and signing of a written Agreement

7. Non-binding Cost Estimates (Proposed Project Budget)

While the cost estimates information provided in Applications will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of Applications and selection of Candidates. Any inaccurate, misleading or incomplete information, including withdrawn or altered costs, could adversely affect any such evaluation or the decision of Manitoba to enter into an Agreement for the Services.

8. Cancellation of CFA

Manitoba may cancel this CFA at any time, with no liability whatsoever to any Candidate.

9. Interpretation and Governing Law

These Terms and Conditions of the CFA Process:

- 9.1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- 9.2. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- 9.3. are to be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada as applicable.

Policies

Manitoba's Protection of Personal Information Requirements

Manitoba recognizes that funded, external service providers may receive, collect, acquire, be given access to, and may otherwise come into possession of personal information about individuals participating in programs operated by or receiving services from the Service Provider under this Agreement. Under *The Freedom of Information and Protection of Privacy Act*, (C.C.S.M. c. F175) and *The Personal Health Information Act* (C.C.S.M. c.P33.5), Manitoba is responsible for ensuring that personal information and personal health information is handled appropriately by external service providers.

It is the responsibility of the board of directors of the Service Provider to ensure that the Service Provider takes all reasonable steps to protect the privacy of individuals participating in programs operated by or receiving services from the Service Provider. This shall include protecting personal information respecting these individuals from risks such as unauthorized collection, use, disclosure, retention or destruction.

It is also the responsibility of the board of directors of the Service Provider to ensure that the requirements set out in this Schedule are communicated to all board members, officers, employees, volunteers, agents or contractors of the Service Provider and to establish policy and procedures for ensuring compliance with these requirements.

Definition of Personal Information

1.01 "Personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175) ("FIPPA"), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act* of Manitoba (C.C.S.M. c. P33.5) ("PHIA").

These statutory definitions are attached at the end of this Schedule.

- 1.02 The requirements and obligations in this Schedule:
- (a) apply to all personal information received, collected or otherwise acquired by the Service Provider or authorized contractor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
 - (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
 - (c) continue to apply after the termination or expiration of this Agreement.
- 1.03 Where the Service Provider's authorized contractors will have access to or collect any personal information while performing the Service Provider's obligations under the Agreement, then the Service Provider shall have its authorized contractors comply with the requirements and obligations contained in this Schedule. The Service Provider agrees that a breach of a requirement or obligation contained in this Schedule by an authorized contractor is a breach on the part of the Service Provider.

Collection of personal information by the Service Provider

- 1.04 The Service Provider recognizes that, in the course of carrying out its obligations under this Agreement, the Service Provider may receive personal information from Manitoba and may receive, collect, acquire, be given access to and may otherwise come into possession of personal information about individuals participating in programs operated by or receiving services from the Service Provider under this Agreement.
- 1.05 Where the Service Provider receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Service Provider shall receive, collect or acquire only as much personal information about an individual as is reasonably necessary to carry out the Service Provider's obligations under this Agreement.
- 1.06 Where the Service Provider collects or acquires personal information directly from the individual it is about, the Service Provider shall ensure that the individual is informed of:
- (a) the purpose for which the personal information is collected;
 - (b) how the information is to be used and disclosed;
 - (c) who in the Service Provider's organization can answer questions the individual may have about their personal information; and
 - (d) the individual's right of access to the personal information about themselves, as set out in the Service Provider's policies established in accordance with subsection 1.07 of this Schedule.

Access to personal information by the individual it is about

- 1.07 The Service Provider shall establish a written policy, acceptable to Manitoba, providing individuals participating in programs operated by or receiving services from the Service Provider under this Agreement with:
- (a) a right to examine personal information about themselves which is maintained by the Service Provider, subject only to reasonable, limited and specific exceptions; and
 - (b) a right to request corrections to personal information about themselves.

Restrictions respecting use of personal information by the Service Provider

- 1.08 (a) The Service Provider shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Service Provider's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by the officers, employees, volunteers, agents and contractors of the Service Provider, except as otherwise specifically permitted by Manitoba in writing.
- (c) The Service Provider shall:
- (i) limit access to and use of the personal information to those of the Service Provider's officers, employees, volunteers, agents and contractors who need to know the information to carry out the obligations of the Service Provider under this Agreement;
 - (ii) ensure that every use of or access to the personal information by the authorized officers, employees, volunteers, agents and contractors of the Service Provider is limited to the minimum amount necessary to carry out the obligations of the Service Provider under this Agreement;
 - (iii) ensure that each officer, employee, volunteer, agent and contractor of the Service Provider who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, the privacy and security policies, procedures, safeguards and measures of the Service Provider, and any additional reasonable requirements or directions established or given by Manitoba respecting the protection, retention or destruction of the personal information or ensure the confidentiality of the personal information; and
 - (iv) ensure that each officer, employee, volunteer, agent and contractor who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that they are bound by the requirements, obligations and fair information practices in this Schedule, and by the Service Provider's security policies and procedures and is aware of the consequences of breaching any of them.
- 1.09 The Service Provider shall take all reasonable measures to ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person discloses, reveals or gives access to the personal information except as authorized under subsection 1.11 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

1.10 The Service Provider shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Service Provider under this Agreement.

Restrictions respecting disclosure of personal information by the Service Provider

1.11 The Service Provider shall not disclose, reveal or give access to, and shall not permit anyone to disclose, reveal or give access to, the personal information to any person, corporation, business, organization or entity, except as follows:

- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
- (b) to the individual the personal information is about, upon satisfactory proof of identity;
- (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Service Provider is of the opinion the disclosure would not constitute an unreasonable invasion of the child's privacy;
- (e) where disclosure is required or authorized by legislation;
- (f) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
- (g) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

1.12 Without limiting subsection 1.11 of this Schedule, the Service Provider shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
- (b) exchange the personal information for any goods, services or benefit; or

- (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall take reasonable steps to ensure that none of these activities take place.

Protection of the personal information by the Service Provider

- 1.13 The Service Provider shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality, security, accuracy and integrity of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.
- 1.14 While the Agreement is in effect, and at all times thereafter, the Service Provider and the officers, employees, volunteers, agents and contractors of the Service Provider:
 - (a) shall treat as strictly confidential all personal information provided to or collected by the Service Provider under the Agreement;
 - (b) shall not:
 - (i) use or modify personal information provided to or collected by the Service Provider under the Agreement except for the proper performance of the Service Provider's obligations under the Agreement, or
 - (ii) disclose personal information provided to or acquired by the Service Provider under the Agreement to any third party, except in accordance with the Agreement, and
 - (c) shall take all reasonable steps to ensure that no person accesses, views, uses or discloses personal information provided to or acquired by the Service Provider under the Agreement except for the proper performance of the Service Provider's obligations in accordance with the Agreement.
- 1.15 Without limiting subsection 1.13 of this Schedule:
 - (a) Where personal information is in paper form or removable electronic storage media (including USB memory devices), the Service Provider shall ensure that:
 - (i) the paper records and removable electronic storage media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards, and shall not be left unattended in an unsecured or public area;

- (ii) the personal information is accessible only to those of the Service Provider's officers, employees, volunteers, agents and contractors who need to know the personal information to carry out the obligations of the Service Provider under this Agreement; and
 - (iii) all paper records, and removable electronic storage media used to record the personal information are stored securely when not in use;
 - (b) Where personal information is stored in electronic format, the Service Provider shall:
 - (i) ensure that the computer software application, electronic process, electronic information system or computer network on which the personal information is stored is a secure system or network accessible only to officers, employees, volunteers, agents and contractors of the Service Provider who need to know the personal information to carry out the obligations of the Service Provider under this Agreement;
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access; and
 - (iii) limit access to and use of the passwords to those of the Service Provider's officers, employees, volunteers, agents and contractors who need to know the personal information to carry out the obligations of the Service Provider under this Agreement.
- 1.16 When disposing of any paper records and media containing a record of the personal information, the Service Provider shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.17 The Service Provider shall establish and take all reasonable measures to ensure compliance with written policies and procedures respecting the use of, access to, disclosure, storage, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
 - (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.18 The Service Provider shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any security breach or use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Service Provider shall immediately take all reasonable steps to prevent the recurrence of any security breach, unauthorized use, access, disclosure or destruction of the personal information and shall notify Manitoba in writing of the steps taken.

- 1.19 The Service Provider must investigate, in a manner determined by Manitoba, all cases where it is alleged, suspected, or there is evidence that there has been unauthorized access, use, disclosure or modification of the personal information or a breach of confidentiality or any incident which might jeopardize or has jeopardized the security or integrity of the Service Provider's computer systems or networks used to access and transmit the personal information.
- 1.20 The Service Provider shall provide orientation and ongoing training for its officers, employees, volunteers, agents and contractors about the requirements of this Schedule, and the Service Provider's security policies and procedures.
- 1.21 The Service Provider shall comply with any regulations made, policies issued or reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Service Provider

- 1.22 Except where there is legislation respecting destruction of records or information by the Service Provider, after the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement upon expiration or termination, the Service Provider shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspections by Manitoba

- 1.23 Manitoba and its representatives may carry out such inspections or investigations respecting the Service Provider's information practices and security arrangements as Manitoba reasonably considers necessary to ensure the Service Provider is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Service Provider shall cooperate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Service Provider's premises and to records and information relating to the Service Provider's information practices and security arrangements or relating to this Schedule for these purposes.
- 1.24 If an inspection or investigation identifies deficiencies in the Service Provider's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Service Provider shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

Statutory definitions of personal information and personal health information

1. **"personal information"** means recorded information about an identifiable individual, including:
 - (a) the individual's name;
 - (b) the individual's home address, or home telephone, facsimile or e-mail number;
 - (c) information about the individual's age, sex, sexual orientation, marital or family status;
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin;
 - (e) information about the individual's religion or creed, or religious belief, association or activity;
 - (f) personal health information about the individual;

- (g) the individual's blood type, fingerprints or other hereditary characteristics;
- (h) information about the individual's political belief, association or activity;
- (i) information about the individual's education, employment or occupation, or educational, employment or occupational history;
- (j) information about the individual's source of income or financial circumstances, activities or history;
- (k) information about the individual's criminal history, including regulatory offences;
- (l) the individual's own personal views or opinions, except if they are about another person;
- (m) the views or opinions expressed about the individual by another person; and
- (n) an identifying number, symbol or other particular assigned to the individual.

2. **"personal health information"** means recorded information about an identifiable individual that relates to

- (a) the individual's health, or health care history, including genetic information about the individual,
- (b) the provision of health care to the individual, or
- (c) payment for health care provided to the individual,

and includes

- (d) the PHIN (as defined in *The Personal Health Information Act* and set out below) and any other identifying number, symbol or particular assigned to an individual, and
- (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

"health care" means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's health,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,
and includes
- (d) the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

3. **"PHIN"** means the personal health identification number assigned to an individual by the Minister (who is charged with the administration of *The Personal Health Information Act*) to uniquely identify the individual for health care purposes.

Manitoba's Conflict of Interest Policy and Guidelines

I. INTRODUCTION

The Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External Service Providers are perceived by the public as extensions of government. As such, Boards of Directors and employees of external Service Providers delivering Services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external Service Providers, the Province of Manitoba expects Service Providers to adopt the following conflict of interest policy and guidelines for their Boards of Directors and employees.

By stating clearly the standards of conduct expected of Board members and employees, the guidelines serve as a preventative measure so Board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of a Board member's and employee's personal and professional interests.

It is the responsibility of the Board of Directors to ensure that these guidelines are communicated to all Board members and employees of the individual external Service Providers and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

II. POLICY STATEMENT

The Province of Manitoba expects Boards of Directors and employees of external Service Providers which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the Boards of Directors and all employees of external Service Providers. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to Boards of Directors or employees of external Service Providers, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

III. DEFINITION

A "conflict of interest" is any situation in which a Board member or employee of an external Service Provider has an employment, business or personal interest which results or appears to result in:

- (i) an improper material interest or an advantage by virtue of the person's position; or

(ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situation where a Board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

IV. REQUIREMENTS FOR DISCLOSURE

Members of the Boards of Directors and employees of external Service Providers are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- (i) an actual, potential or perceived conflict situation arises where none existed previously; or
- (ii) a change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the Board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the Board member or employee will be provided with advice on what steps need to be taken to remove the perception of or the potential for a conflict of interest.

- 1) Where a Board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the Board of Directors.

A Board member shall disclose in writing to the Board of Directors, or request to have entered in the minutes of meetings of the Board of Directors, the nature and extent of his/her interest.

The Board of Directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a Board member.

No Board member shall be present during any discussions of the Board or vote on any matter where it has been decided that a material interest exists. The minutes of the Board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the Board member must refrain from attempting, directly or indirectly, to influence the decision of the Board.

- i) The Board of Directors may choose to delegate to an Executive Committee of the Board, the authority to decide whether a material interest exists for Board members;
 - ii) If the Executive Committee of the Board cannot decide, the matter shall be referred to the full Board for decision.
- 2) Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the Board of Directors or the Board's delegate.

A Service Provider employee shall disclose in writing to the Board of Directors, or the Board's delegate, the nature and extent of his/her interest.

The Board of Directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

- i) The Board of Directors may choose to delegate to the Executive Director or Executive Management Committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the Board;
- ii) If the Board's delegate cannot decide, the matter shall be referred to the Board of Directors for decision.

No employee shall participate in negotiations, decision making or activities where it has been decided that a material interest exists.

V. GUIDELINES

The range, complexity, and unique nature of individual external Service Providers' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.
- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.
- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

VI. APPEALS

A Board member who disputes the manner of application of these guidelines within his/her Service Provider may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the Board of Directors.

A Board member or employee, at his/her option, may have a representative present at the appeal.

VII. DISCIPLINARY ACTION

Departure from any of these rules by Board members, without the specific prior approval of the majority of Board members, may be cause for dismissal from the Board.

Departure from any of these rules by employees, without the specific prior approval of a Board of Directors, or Board's delegate, may be cause for disciplinary action.

VIII. SPECIFIC PROVISIONS FOR SERVICE PROVIDERS

While the guidelines mentioned in Section V should be sufficient to protect against conflict of interest in a vast majority of cases, individual Service Providers may wish to develop more specific conflict of interest guidelines in addition to those in Section V. In certain cases, the Government may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular Service Provider, or at the request of Government.

On request, additional guidelines developed under Section VIII should be made available to Government for approval prior to distribution and implementation.