



Michael Smith Foundation for  
**Health Research**

# **Request for Proposals**

## **Medical Tourism by British Columbians**

**RFP Closing Time and Date: 4:00 pm, PST, September 9, 2011**

**RFP Issued: August 24, 2011**



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## **1. Context**

### **1.1 About MSFHR**

The Michael Smith Foundation for Health Research (MSFHR) ([www.msfhr.org](http://www.msfhr.org)) was established by the BC government in 2001 to develop the health research enterprise in BC. Since then it has enhanced BC's knowledge economy, created new jobs, built research capacity and developed research excellence in many areas.

### **1.2 About the Project**

MSFHR is seeking to fund a research project that examines the issue of Medical Tourism by British Columbians.

#### **1.2.1 Background**

Medical tourism refers to situations where individuals travel to another country for the purpose of obtaining health care services, in some cases, combined with a vacation. This is distinct from individuals who receive emergency services while abroad on vacation, due to an unforeseen injury or disease.

Medical tourism is a complex issue grounded in increasing consumer demand. It is generally recognized that medical tourism is a growing industry worldwide, with patients travelling to receive services that are less expensive, available in a timelier manner, or which are not provided in their home country for various reasons. A 2008 report by international consultants McKinsey & Co. found that 7% of medical tourists are Canadians, potentially spending \$5-billion a year for out-of-country health care<sup>1</sup>.

In BC, the term "medical tourism" can be discussed in two distinct ways; organized efforts to attract patients into BC to use BC services on a patient pay basis (outside the scope of this discussion) and encouraging, or accommodating, situations where patients travel outside Canada to receive care.

BC patients do travel to other countries to receive care, but there is no solid information on volumes. There is a long history of Canadians going to the US for specialty services or those with long waits. Canadians also travel to other countries to receive services which are experimental, or not legal in Canada. The most recent version of this is the Multiple Sclerosis liberation therapy, which is considered experimental in Canada.

In situations where BC residents leave the country for the purpose of obtaining health services, these services are not publicly funded unless the services were pre-approved by the Ministry of Health. However, follow-up care, and treatment of any complications is publicly funded. Current government policy is that medically necessary care for beneficiaries is provided on the basis of need, regardless of the fact that the need arose from an experimental procedure, or that the service was obtained abroad. Hospitals and physicians are ethically obligated to provide emergency services (within the bounds of Canadian standards of care, and physicians' competencies and ethics).

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<sup>1</sup> <http://www.theglobeandmail.com/life/health/new-health/andre-picard/medical-tourism-is-here-to-stay-but-who-should-pay/article1821253/> , Dec 10, 2010 accessed April 15, 2011.

### **1.2.2 Objectives**

The objective of this project is to examine the issue of Medical Tourism by British Columbians. Specifically, the project will include:

1. A jurisdictional scan and analysis of current approaches to this issue in Canada and other comparable health systems.
2. A review of available literature on public perception of these issues.
3. A review of the ethical implications, specifically addressing:
  - Clinical situations where there are no approved treatment options for patients
  - Equity of access and health system implications of patients with high health care demands returning from service in another country
  - The ethics and impact on the system of providing support to those returning from countries where they have purchased services and tissues in a manner that does not meet Canadian clinical, ethical and legal standards
  - The extent to which emerging commercial and experimental procedures provided outside the Canadian context influence clinical research resource allocation.

### **1.2.3 Time Frame**

The project must be completed by February 28<sup>th</sup>, 2012. This time frame is firm.

### **1.2.4 Budget**

The projected budget is a maximum of \$50,000 (CDN). All expenditures related to services provided by the award recipient(s), arising from this RFP will be charged against this overall budget.

### **1.2.5 Eligibility Criteria**

The project lead must be associated with a British Columbian (BC) public institution that is eligible to hold grant support from MSFHR as governed by a signed [Memorandum of Understanding](#) (MOU). The host institution of the Applicant selected to conduct the research described in this RFP will at that time be asked to sign a MOU with MSFHR if one is not already in place. Private, for-profit organizations may not be the lead agency.

## **2. Scope of Work**

### **2.1 Activities**

MSFHR seeks a small team of researchers who will conduct appropriate research and investigation to complete the project as described in sections 1.2, 1.2.1 and 2.2.

## 2.2 Deliverables

Document/Item	Target Date
A Final Report in 1:3:25 format, which includes a one-page summary of key messages, a three-page executive summary, and a 25-page main report, supplemented by references and appendices as appropriate.	February 28, 2011

## 2.3 Accountability

The primary contact person for all project-related inquiries is Ms. Cindy Soules, Program Manager by phone at 604.714.2783 or by email [csoules@msfhr.org](mailto:csoules@msfhr.org).

# 3. Response Content & Format

The following sections must be included in the RFP response in the order presented.

## 3.1 Project Purpose and Scope

Describe your understanding of the project including its overall scope and approach, noting any challenges that may exist and your proposal for mitigating these challenges.

## 3.2 Experience and Qualifications

### 3.2.1 Experience and Qualifications of Team Members

Identify the Project Lead and any team members to be involved, including sub-contractors (where applicable) and provide information regarding their knowledge, experience, and understanding of topics in the area of this RFP. Describe their individual capabilities, their respective roles, and availability for this project. Resumes or CVs of one to two pages should be included for the lead and each team member.

The Applicant may not substitute, appoint, or replace any key team members without first consulting with and obtaining the approval of MSFHR.

## 3.3 Approach and Methodology

Describe the project approach and philosophy that would be followed in delivering the services specified in Section 1 and 2, including the methodology that will be used in the development of the responses to the specific questions outlined in Section 1.2.1.

## 3.4 Work Plan

Provide a work plan and schedule, including a breakdown of major tasks, delivery dates (milestones), and the level of effort by individual team members in sufficient detail as to allow a complete understanding of how and by whom the work is to be carried out.

### 3.5 Financial Plan

Based upon your Work Plan, provide a budget of all resources and expenses as well as a proposed payment schedule. The budget should include appropriate tax.

#### 3.5.1 Ineligible Expenses

The following expenses will be ineligible and should not be included:

- Rent of office premises and other related overheads (i.e. utilities).
- Capital expenses (i.e. office equipment, computer equipment and associated software).
- Travel and accommodation expenses in excess of rates approved by MSFHR according to the terms of its current Travel Policy.

### 3.6 Proposal Format

The following format is required for proposals:

- The proposal will include a cover page with the name of the RFP: **Medical Tourism by British Columbians**, and the names of applicant and the submission date.
- The maximum page count for the research project proposal **must not exceed 8 pages**. This does not include the budget, additional team information, appendices, references, or table of contents.
- The proposal must be signed by the applicant and their host institution to bind the Applicant to statements made in response to this “Request for Proposal”
- Include a table of contents with page numbers. All pages should be consecutively numbered.
- The proposal should address all factors identified as the selection criteria in the same order as they are described in the criteria (see section 4.3.1). Failure to address all criteria will impair the proposal.

## 4. RFP Process

The following are the conditions under which responses will be accepted from Respondents.

### 4.1 Submissions and Inquiries

Responses must be received no later than **4:00 pm (PDT), September 9, 2011**. Proposals received after this time and date will not be considered. Please provide one electronic copy (PDF or MS Word only) and three hard copies of the response. Electronic copies may be submitted via email. The hard copy must include the signature of an authorized official of the Respondent.

Inquiries regarding the RFP as well as submissions are to be directed to:

RFP Submission – Medical Tourism by British Columbians  
c/o Ms. Cindy Soules  
Program Manager

The Michael Smith Foundation for Health Research  
Suite 200 – 1285 West Broadway  
Vancouver, BC V6H 3X8  
[csoules@msfhr.org](mailto:csoules@msfhr.org)

## 4.2 Selection Process

Responses will be reviewed by a team formed by MSFHR and may include employees and contractors of MSFHR. A Respondent meeting may be held at MSFHR's discretion (either arranged in person or by teleconference). A grant may be made solely on the basis of the submission, without a meeting with the Respondent.

### 4.2.1 Selection Criteria

Respondents will be assessed against the following scoring criteria, using the respective point system.

Criteria	Points
Understanding of project purpose, scope, and desired results	15 points
Demonstrated experience, qualifications and knowledge of Project Lead and team members	40 points
Quality of project approach, methodology, and work plan	30 points
Budget for conducting the proposed work including value for money	15 points

### 4.2.2 RFP Timeline

The RFP timeline is summarized as follows.

Action	Target Date
Release of RFP	August 24, 2011
RFP Closing Date	September 9, 2011
Contract Awarded	September 23, 2011
Proposal Submitted	February 28, 2012

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## 5. Terms and Conditions

### 5.1 Response Rejection

MSFHR may, in its absolute discretion, reject in whole or in part any and/or all responses for any reason or after taking into account factors considered relevant.

### 5.2 Liability for Errors

While MSFHR has used considerable effort to ensure an accurate presentation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by MSFHR, nor is it necessarily comprehensive or exhaustive.

### 5.3 Errors in Responses

The Proponent has the responsibility, at all times, to request any instruction, decision, or direction which may be required to prepare its Response, or to notify the designated MSFHR contact person in writing of any ambiguity, divergence, error, omission, oversight, or contradiction contained in its Response as it is discovered.

MSFHR reserves the right to request clarification of the contents of any response. MSFHR may require Proponents to submit supplementary documentation clarifying any matters contained in their Responses and may seek the Proponent's acknowledgement of that interpretation. This is not an opportunity for the Proponent to submit new information modifying the Response. Notwithstanding the foregoing, MSFHR is not obliged to seek clarification of any aspect of a Response.

### 5.4 Limitation of Liability and Indemnity

MSFHR will not be obligated or liable in any way whatsoever to a Proponent except where MSFHR has awarded and entered into a written contract with that Proponent for the performance of the

work contemplated by this RFP, and in which case that contract shall govern all such obligations and liabilities.

It is a fundamental condition of this RFP and the receipt and consideration of Responses by MSFHR that MSFHR, and its respective employees, consultants and agents, will not and shall not under any circumstances, including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any Proponent or the Proponent's sub-contractors as a result of or related to any one or more of the RFP, the preparation, negotiation, acceptance or rejection of any conforming or non-conforming Response, the rejection of any Proponent, or the cancellation, suspension or termination of the RFP process, and by submitting a Response each Proponent shall be conclusively deemed to waive and release MSFHR and its employees, contractors, consultants and agents, from and against any and all such Claims.

Each Proponent shall indemnify and hold MSFHR and its employees, contractors, consultants and agents, harmless from and against any and all Claims brought against them arising out of any act or omission of the Proponent, the Proponent's sub-contractors, or by third parties arising out of or relating to the Proponent's receipt of this RFP, or the preparation, submission and negotiation of any Response submitted by the Proponent, where such third parties were directly or indirectly engaged by or through the Proponent in connection with any of the foregoing, or

where personal injury, bodily damage or property damage is caused by the negligent acts or omissions of the Proponent. Such indemnification shall survive completion of the goods or services provided under the contract and the termination of the contract.

### 5.5 Confidentiality of Information

This document, or any portion thereof, may not be used for any purpose other than the submission of Responses. Information pertaining to MSFHR or related parties obtained by a Proponent as a result of participation in this process is confidential and must not be disclosed except for the purpose of responding to this RFP or as required by law.

### 5.6 Ownership of Responses

All documents, including Responses, submitted to MSFHR become the property of MSFHR. They will be received and held in confidence, subject to the provisions of BC Personal Information Protection Act.

### 5.7 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Response. MSFHR will not be liable to any proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Response, loss of anticipated profit in connection with any final agreement, or any other matter whatsoever.

### 5.8 Irrevocability of Responses

By submission of a clear and detailed written notice, a Proponent may amend or withdraw his/her Response prior to the closing date and time. At closing, all Responses become irrevocable. Responses must be open for acceptance for at least 90 days after the closing. In the event that MSFHR requires more than 90 days to evaluate Responses, additional time will be requested of all Proponents.

### **5.9 Conflict of Interest**

Proponents are responsible for disclosing to MSFHR any and all real or perceived conflicts of interest. Responses will not be evaluated if the Proponent's current or past corporate or other interests are, in the opinion of MSFHR, deemed to be a conflict of interest in connection with this RFP or the activities or mandate of its facilities.

Proponents shall not engage in any form of lobbying whatsoever to influence the outcome of this RFP. Further, Proponents shall not attempt to communicate or make any representation or solicitation to any director, officer or employee of MSFHR except to the designated MSFHR contact person.

### **5.10 Verification**

MSFHR reserves the right to verify any statement or claim contained in any Response or made subsequently in any interview or negotiation. That verification may be made by whatever means MSFHR deems appropriate and may include contacting the references provided by the Proponent. In submitting a Response, the Proponent is deemed to consent to MSFHR verifying any information from third parties including the Proponent's bank references, and receiving additional information regarding the Proponent, its directors, officers, shareholders or owners and any other person associated with the Proponent as MSFHR may require.

### **Request for Response Cancellation**

MSFHR is not bound to accept any Response and reserves the right in its sole and absolute discretion to postpone or cancel this RFP at any time for any reason. Further and without limiting the foregoing, MSFHR will not be bound to

accept the lowest or any bid and reserves the right to accept or reject any Response in whole or in part, to discuss with any Proponent different or additional items and terms to those described in this RFP or received in any Response, or to amend or modify any term of this RFP. MSFHR, in its sole discretion, may invalidate and cancel this RFP entirely and may issue a new RFP if considered in the best interests of MSFHR. No Proponent will acquire any legal or equitable rights or privileges relative to the services prior to full execution of a written agreement for the services required.

### **5.11 Contract Terms**

By submitting a Response to MSFHR, Proponents shall be conclusively deemed to have accepted and to have agreed to be bound by each and every term, condition, and provision of this RFP, and any services, specifications, warranties, guarantees or representations stated in the accepted Response or made during the RFP and selection process.

### **5.12 Contract Award**

By submission of its Response, the Proponent agrees to negotiate in good faith and execute a contract with MSFHR incorporating the terms and conditions of this RFP, the Proponent's Response, and such other terms and conditions as MSFHR may reasonably require. MSFHR may negotiate modifications, additions or variations to such terms and conditions or to the goods or services set out in a Response in order to satisfy its operational or administrative requirements. The RFP and the contract, if any, entered into subsequently shall take precedence over any and all documents submitted by the Proponent. MSFHR will not

accept a Proponent's standard purchase agreement.

### **5.13 Sub-Contracting**

All sub-contractors and/or partner(s) must be identified in the Response. No sub-contracting or assignment of any contract or of any services to be provided is permitted without the prior written consent of MSFHR.

Proponents are to identify all proposed sub-contractors including the contact name, phone number, e-mail address, and the type of service the sub-contractor will be performing or providing.

### **5.14 Governing Law**

Proponents must comply with all applicable laws. This RFP will be governed exclusively by, and construed and enforced in accordance with, the laws of the Province of British Columbia. The Proponent agrees to atone to the exclusive jurisdiction of the courts of the Province of British Columbia in the event of any dispute concerning this RFP or any matters arising out of this RFP.

### **5.15 Appendices**

All appendices to this RFP are deemed to be incorporated herein and form part of the RFP.

### **5.16 Copyright**

MSFHR shall have sole and full ownership of copyrights to and all materials produced by the successful Proponent, including a waiver of moral rights and the right to assign ownership, under the contract arising from this RFP. Reproduction of any documents or other data for use by anyone is forbidden without express permission in writing by MSFHR