



**REQUEST FOR PROPOSAL  
FOR  
PSYCHOLOGICAL SERVICES**

**R.F.P. 50100-13-1899465  
CLOSING DATE: June 10, 2013  
TIME: 10:00am CST**

**Issued by:  
May 24, 2013  
Contracting & Materiel Services  
Correctional Service of Canada  
Saskatoon, SK S7L 6A9**

**Bidder Signature**

<b>Vendor/Firm Name and Address</b>	
          <b>Telephone No.</b> <b>Facsimile No.</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(Type or print):</b> _____	
<b>Signature</b>	<b>Date</b>



## **NOTE TO POTENTIAL BIDDERS**

### **Contractor Status**

This is a request for the performance of a service only and nothing shall be construed to constitute an offer of employment. The successful Contractor will be engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation or Income Tax.

\*\* The service area for these contracts will be for the entire Prairie Region, and service could be required at any of our sites in Alberta, North West Territories, Saskatchewan, Manitoba and Northwest Ontario. Please keep this in mind when you are preparing your bid.

\*\*\* Please note that there could be up to two (2) contracts awarded from this solicitation process and each contract would be for a period of three years, each commencing upon contract award.

**PART I BIDDER INSTRUCTIONS AND CONDITIONS:**

**1. Enquiries - solicitation stage**

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 3, item 4 as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page of this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

**2 Right to Negotiate or Cancel**

Rights of Her Majesty

Her Majesty reserves the right to:

- reject any or all proposals received in response to this RFP
- further negotiate with bidders in order to arrive at the most cost-effective contract that is in keeping with the terms and conditions of the RFP
- accept any proposal in whole or in part without prior negotiation
- cancel and/or reissue this RFP at any time
- award one or more contracts
- keep, for Her Majesty's records, all proposals and documentation submitted in response to this RFP.

**3 Proposal Validity Period**

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

EXTENSION OF BID VALIDITY PERIOD: Canada may request an extension of the bid validity period if Canada determines that such period is not sufficient for evaluation & contract award. If Canada requests an extension of the bid validity period, a bidder may refuse to extend its bid validity period, in which case, Canada will continue its evaluation without regard to that bidder's proposal.

**4. Terms and Conditions of Request for Proposal and Resulting Contract**

The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

**5. Status and availability of Resources**

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority in connection with this solicitation. The Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. Failure to comply with such a request may lead to disqualification of the Bidder's proposal.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.

## **6. Code of Conduct for Procurement**

The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:

- (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbyists Registration Act, R.S. 1985, c. 44 (4th Supplement) applies;
- (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

The Bidder's signature indicates that the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of the resulting contract.

## **7. Vendor Performance**

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act; or
  - (b) with respect to current or prior transactions with the Government of Canada:
    - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

- (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
- (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
- (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

**PART 2 PROPOSAL PREPARATION INSTRUCTIONS:**

**1. Signature of Proposal by Bidder and Definition of "Bidder"**

- (a) Canada requires that each proposal be signed by the Bidder or by an authorized representative of the Bidder. Bidder's proposals should be properly signed when submitted at bid closing. However, where Canada determines that the bidder has omitted to sign the proposal as required, Canada will provide the Bidder with 24 hours to submit a proper signature page.
- (b) In this solicitation, the "Bidder" means the legal entity (or, in the case of a joint venture bidder, the legal entities) submitting the proposal in response to the solicitation and does not include the parent, subsidiaries or other affiliates of that legal entity, or its subcontractors.

Note to Bidders: Bidders can sign their proposals by copying the front page of this solicitation, signing it, and submitting it as part of their proposal or by including a signature page in a prominent location in their proposals.

**2. Proposal Preparation Instructions**

***NOTICE: PROPOSALS SUBMITTED BY SUCH MEANS AS ELECTRONIC MAIL WILL NOT BE ACCEPTED.***

PROPOSAL AND PRE-AWARD COSTS: No payment shall be made for costs incurred in the preparation & submission of a proposal in response to this RFP. No payments will be made for costs incurred for clarification(s) that may be required by Canada.

Bidders are requested to prepare their proposal in four (4) separate sections as follows:

Section 1: Technical Proposal (with no reference to price): three (3) copies.

Section 2: Financial Proposal: one (1) copy

Section 3: Appendix C Certifications: one (1) copy

Section 4: Appendix D Psychologists Declaration: one (1) copy per proposed Psychologist

**2.1 Section 1: Preparation of Technical Proposal:**

- 2.1.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work **Appendix A**, as well as demonstrate how the Bidder will meet the requirements of **Appendix B**.

**Three (3) copies of the Technical Proposal are required.**  
**THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.**

**2.2 Section 2: Preparation of Financial Proposal:**

**2.2.1 Only a single copy of the financial proposal is required.**

Proposers are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal (three copies).

**2.2.2 Bidders must provide an all-inclusive fixed price for fees, for the services herein described. All prices are to be quoted GST/HST Extra.**

b) Bidders must provide an all-inclusive fixed hourly rate, for the contract years for the services herein described, using the following format:

<b>Table 2.2.2 Financial Proposal</b>			
	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
<b>All inclusive hourly rate.</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

- c) The fixed per diem rates in Table 2.2.2 will be inclusive of all costs including but not limited to payroll, overhead costs, and profits required to complete the work (Note: per diem rate(s) are not to be quoted as ranges).
- e) All prices are to be quoted GST/HST EXTRA.
- f) Payments will be made upon submission of monthly invoices detailing the level of effort expended during the billing period, based on the per diem rates included in Appendix "C" of the resulting contract.
- g) The Contractor shall be required to notify the Project Authority once the total billing-to-date has reached 75% of the fees portion of the resulting contract.

**No other fees will be accepted.**



### **2.2.3 Travel and Living Expenses**

There are no additional travel expenses associated with the resulting contract.

### **2.2.4 Contract Cost**

The total cost of the contract, including travel expenses, is not expected to exceed \$1,200,000.00, (GST extra) for the full three years.

Please note that if two contracts are awarded from this solicitation, each contract will then not be expected to exceed \$600,000.00(GST extra) for the full three years.

It is understood and agreed that in the proposed contract the Minister's liability under any proposed contract shall be limited to the actual amount of services identified in the Task Authorization (s) issued within the period of the proposed contract.

### **2.2.5 Goods and Services Tax (GST) or Harmonized Sales Tax (HST)**

The price quoted is exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable. All amounts shown in the proposal or resulting contract are exclusive of GST or HST unless otherwise indicated. Bids will be evaluated without GST or HST. The GST or HST, to the extent applicable, will be shown as a separate item and incorporated into all invoices or progress claims and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any GST or HST paid or due.

### **2.2.6 Pricing Review**

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to validate the rates & other charges proposed.

In case of an error in the extension of prices, the unit price will govern.

### **2.3 Section 3: Certifications (See Appendix C): one (1) copy**

**Only a single copy of the completed and signed certifications is required.**

Proposers are requested to submit their certifications (single copy) in an envelope **separate from** their technical proposal (three copies).

### **2.4 Section 4: Psychologist's Declaration (See Appendix "D") one (1) copy.**

**Only a single copy of the completed and signed declaration is required for each proposed Psychologist.**

### **3. Submission of Proposals**

Your proposal is to be addressed as follows and **must be received on or before June 10, 2013 at 10:00am CST.**

**All mailed, courier delivered or hand delivered proposals must be made to:**

Regional Contracting Specialist  
Correctional Services Canada  
2313 Hanselman Place  
Saskatoon, SK S7L 6A9  
306-975-8921

**Bid Proposals shall be marked: "*Bid Proposal for Psychology Services Solicitation Number: 50100-13-1899465*"**

LATE BIDS: CSC will return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

### **PART 3 RESULTING CONTRACT CLAUSES:**

#### **1. Terms and Conditions of the resulting contract**

The general terms and conditions and clauses contained in appendix D form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

#### **2. Period of Work**

This contract will be for a period of three years, commencing upon contract award.

Please note that there could be up to two (2) contracts awarded from this solicitation process and each contract would be for a period of three years, each commencing upon contract award.

#### **3. Project Authority**

Karen Eamon  
Regional Psychologist  
Correctional Services Canada  
Alberta-Northwest Territories District  
600 Baker Centre  
10025-106<sup>th</sup> Street  
Edmonton, AB T5J 1G4  
Telephone: (780) 399-6233  
Facsimile: (780) 495-5410

The Project Authority or his designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical requirements, the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

#### **4. Contracting Authority**

Regional Contracting Specialist  
2313 Hanselman Place  
Saskatoon, SK S7L 6A9  
Telephone: 306-975-8921  
Fax: 306-975-6238  
Email: 501Contracts@csc-scc.gc.ca

The Contracting Authority is responsible for all matters of a contractual nature.

#### **5. Inspection/Acceptance**

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

#### **6. Intellectual Property**

All material to be produced under this contract consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software. The Crown will retain copyrights.

## APPENDIX A STATEMENT OF WORK:

### Statement of Work – Psychological Counselling

#### DEFINITIONS:

“**Adjunct Staff**” - refers to the Contractor’s clerical support

“**Contractor**” - refers to a licensed or chartered psychologist who is competent to provide assessment and counselling services to offenders. The Contractor is responsible for ensuring the clinical integrity, professionalism and ethics of offender assessment and treatment.

“**Clinical Hour**” - refers to the time spent with the offender and consists of a minimum of forty-five (45) minutes.

“**Discharge Date**” – refers to date that counselling with the offender is terminated.

“**Designate**” - refers to those individuals who meet the appropriate requirements and standards of the individual to whom they are designated.

“**Community Psychologist**” - refers to the CSC employed Psychologist who is responsible for psychological services in the district.

“**Education Placements**” - refer to Students and Interns working with the Contractor.

“**Session**” - consists of one (1) clinical hour.

“**Technical Authority**” - is responsible for all matters concerning the technical content of the Work under this requirement, and manages the non-clinical issues pertaining to the contract. The Technical Authority is a non-psychologist manager, the Regional Psychologist, the Senior Community Psychologist, or another psychologist. Clinical oversight of the work done by the Contractor for the purposes of quality assurance is the responsibility of the Regional psychologist, the Senior Community Psychologist, or another designated psychologist.

Any proposed changes to the scope of the Work are to be discussed with the Technical Authority and (where appropriate) the psychologist responsible for the clinical oversight of the work. Any proposed change can only be implemented by a contract amendment issued by the Contracting Authority.

“**Warrant Expiry Date or WED**” - The date on which a sentence imposed by the sentencing judge ends. This is the last day that the Correctional Service of Canada has jurisdiction over an offender.

#### 2.1 Overview

To provide psychological assessment and counselling services to offenders as referred by the Parole Officer Supervisor or designate, (as appropriate) in consultation with a treatment/supervision team consisting of the Contractor, Parole Officer Supervisor, Parole Officer, and the psychologist responsible for the quality assurance of the contracted work.

Services will be provided at either a CSC Institution or Parole Office in the Prairie Region (SK, MAN, AB), whichever serves the need of the client being referred.

The Contractor will have the capacity to schedule sessions so as not to interfere with an offender's work schedule. This may require provision of services during evenings or weekends.

## **2.2 Mandatory Requirements/Qualifications of Contractor**

### **2.2.1 Registration for Autonomous Practice of Psychology by Provincial Registering/ Licensing Body**

The Contractor must be registered as a Psychologist or a Psychological Associate licensed for autonomous practice, in a province of practice, with the body that licenses psychologists

The contractor must have competence in correctional/forensic, clinical, or counselling psychology.

The Contractor shall provide copies of up-to-date/annual licence(s), insurance and/or any other documents that certify that the company or individual is licensed to practice/perform the work described herein.

Any registered Psychologist provided by the Contractor to provide any of the services described herein must sign and assume accountability for his/her reports. All reports written by a subcontractor who is not a registered psychologist must be counter-signed by the registered psychologist named in the contract, or another registered psychologist delegated to assume responsibility for the work.

### **2.2.2 CSC Risk Assessment Training**

Contractors who are new to Correctional Service Canada will be required to attend a one-half (1/2) day Risk Assessment Information session. This is a mandatory Correctional Service Canada requirement, to ensure that the Contractor can provide services meeting CSC's standards of practice. The session is normally not billable, but exceptions may be made where circumstances require it, as determined by the Technical Authority.. Travel mileage will be reimbursed in accordance with Treasury Board guidelines: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp). Additional sessions may be also necessary, as negotiated by the Technical Authority, the psychologist responsible for quality assurance, and the Contractor. Such additional sessions are normally not billable, though again special circumstances may justify exceptions. Travel mileage will be reimbursed in accordance with Treasury Board guidelines: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp).

### **2.2.3 Knowledge of CSC Policies/Guidelines**

The Contractor's personnel shall carry out duties of their profession and training, while ensuring the safety and security of the institutional environment in accordance with:

- CSC's Mission Statement: [http://www.csc-scc.gc.ca/text/organi/organe01\\_e.shtml](http://www.csc-scc.gc.ca/text/organi/organe01_e.shtml)
- CSC Policy (Commissioner Directives and Standard Operating Practices) and Legislation: [http://www.csc-scc.gc.ca/text/legislat\\_e.shtml](http://www.csc-scc.gc.ca/text/legislat_e.shtml)
  - Pertinent Commissioner Directives which should be reviewed and adhered to are as follows:

- CD 240: Contracting
  - CD 568-1: Recording and Reporting of Security Incidents
  - CD 701: Information Sharing
  - CD 803: Consent to Health Services Assessment, Treatment and Release of Information
  - CD 840: Psychological Services
  - CD 843: Prevention, Management and Response to Suicide and Self Injuries
  - CD 850: Mental Health Services
- The Corrections and Conditional Release Act (CCRA): <http://laws.justice.gc.ca/en/C44.6/34022.html#rid-34239>
  - Forensic Psychology: Policy and Practice in Corrections (1996). To be provided by the Technical Authority.
  - Excerpts from the on-line Psychology Manual, as judged appropriate by the Technical Authority or the psychologist responsible for quality assurance of the Contractor's work
  - Professional Code of Ethics (e.g., The Canadian Code of Ethics for Psychologists)

### **2.3 Treatment Orientation**

The treatment/counselling orientation recommended by Correctional Service Canada (CSC) is cognitive-behavioural. The principal focus of treatment will depend on the nature of the referral and the offender's needs. The usual objectives of treatment include the reduction of risk to reoffend, and the amelioration of the offender's mental health and emotional or behavioural functioning, including feelings, attitudes, beliefs and behaviours that may be related to reoffending. The offender's motivation for the index offence (particularly in cases of sex offenders) should be addressed in this context.

### **2.4 Contractor Responsibilities**

The Contractor is responsible for:

- Assessment and treatment that meet CSC guidelines and standards;
- Timely delivery of required documentation;
- Participating in case conferences and case reviews;
- Providing documentation if appropriate delineating program philosophy, objectives, components, and staff credentials (resumes and registration documents); and
- Providing special reports or letters as requested.

### **2.5 Limits of Confidentiality**

Given the correctional model of treatment (as stated above) and that CSC maintains psychological and counselling reports on a computerized data base, limits of confidentiality are broad. It is understood that to maximize treatment effect, information must be readily exchanged among the treatment/supervision team members particularly as it applies to the offender's criminogenic factors. (For this reason, offenders must be advised of the Contractor's responsibility to report breaches of the law [such as illicit drug use] or violations of release conditions if they become known.) See the attached Annex A - Limits of Confidentiality and Consent to Participate in Psychological Assessment and Counselling Form.

## **2.6 Assessment of Suitability for Treatment / Treatment Plan**

Upon receipt of a referral for evaluation for treatment, the Contractor is authorized a maximum billing of four (4) billable hours for an assessment to determine the offender's suitability for treatment. This fee is intended to cover a file review, assessment interview(s) with the offender, and the time required to prepare a Treatment Plan report specific to the individual offender, outlining information below (using the attached Annex B - Psychological Counselling: Treatment Plan).

The Treatment Plan shall be submitted no later than six (6) weeks after the first Evaluation for Treatment session. The standard response time to a routine referral is ten (10) working days; the standard response time to an urgent referral is five (5) working days. If treatment is not appropriate, the Contractor must indicate this in a letter outlining the reason why treatment is not appropriate. This letter is to be submitted no later than three (3) weeks after the first Evaluation for Treatment Session.

In the event that an offender is assessed as not being suitable for treatment, the Contractor will submit a letter summarizing the assessment and indicating that treatment is not appropriate. This letter is billable up to a maximum of one (1) billable hour. All reports must be submitted in hard copy and electronically on a disk for uploading to OMS.

The **Treatment Plan** document will include information under the following headings.

### **2.6.1 Tombstone Data**

In addition to the standard tombstone data, the session frequency and estimated duration of treatment completion must be indicated, which will be based upon the clinician's assessment of the offender's needs, and the likely impact of treatment on the offender's emotional/behavioural functioning, including his/her risk to reoffend.

### **2.6.2 Relevant Background**

This section provides the context for the Treatment Objectives. This section must include a brief synopsis of the offender's criminal history/offence cycle, description of the index offence, and previous psychological and psychiatric assessments and diagnosis. This section may include relevant developmental, social, substance abuse, and interpersonal relationship histories.

### **2.6.3 Offender Presentation**

This section provides information on the offender's presentation during the assessment for treatment interview(s), his/her motivation for treatment, and attitude toward supervision.

### **2.6.4 Current Mental Health Status**

This section provides information regarding the offender's current mental status and risk for self harm/suicide, indicating the circumstances that would increase this risk. In accordance with CSC policy, confidentiality of the offender's health information shall normally be maintained if it is not relevant either to the assessment or the management of risk to the offender or others.

### **2.6.5 Recommendations to Manage Risk for Self Harm**

If the offender is assessed as being at elevated risk for self harm, give recommendations regarding how this risk can be managed in the community. (If the Contractor judges the offender to be at elevated risk for self harm at any time, he/she should immediately notify by fax the Parole Officer (or the Parole Officer Supervisor, the Technical Authority or the psychologist responsible for quality assurance of contracted psychological services, if the Parole Officer cannot be reached.) The Contractor should use Annex E, Psychological Counselling: Communication Form, to communicate this information.

### **2.6.6 Current Treatment Objectives**

This section provides a synopsis to the Parole Officer of what could be accomplished in the short term (typically a three month time frame). Treatment objectives must be specific to the offender and relevant to reducing the risk to reoffend and/or the amelioration of the offender's mental health and emotional or behavioural functioning, including feelings, attitudes, beliefs and behaviours that may be related to reoffending. Treatment objectives should be relatively concrete and attainable in the short term, so that progress toward these objectives can be measured or observed. As treatment progresses, it is understood that these treatment objectives may be modified.

The level of treatment should be geared to the offender's need and/or risk level. It is understood that the treatment level for high-need or high-risk offenders should be intensive, that is, at least one treatment session per week until the level of need/risk is judged to be reduced. Frequency of contact after completion of assessment of suitability for treatment will be based upon the Contractor's assessment of the likely impact of treatment on mental health needs and/or risk to reoffend.

### **2.6.7 Longer Term Treatment Objectives**

This section is used to propose future direction for treatment to address longer term treatment concerns, as they apply to the overall supervision plan, treatment needs (i.e., reducing risk of reoffending, and/or ameliorating mental health and enhancing emotional and behavioural functioning), and the offender's successful community reintegration. This should include a proposed frequency of contact.

### **2.6.8 Current Risk Status**

This section provides an assessment of risk to reoffend written in a way helpful to Parole Officers. Current Risk Status is defined in terms of Risk for General Recidivism, and, if applicable, Risk for Violent Recidivism, and/or Risk for Sexual Recidivism. These risk statements should be based on Static and Dynamic Risk Variables, as well as the results of actuarial risk instruments.

- Static Risk Variables: for example, criminal history, history of substance abuse, chronic unemployment, and anti-social/psychopathic orientation.
- Dynamic Risk Variables: for example, current maladaptive behaviour, substance abuse, poor anger management skills, poor attitude/motivation toward treatment and/or supervision, and criminal values.
- Actuarial Risk Estimates: where applicable, significant actuarial data should be referenced (e.g. GSIR, LSI-R, etc.) and interpreted in lay terms.



Current Risk Status should be summarized, referencing the key variables for each category, helping the Parole Officer to understand what the variables are and how they contribute to the risk for re-offending. The Contractor is required to summarize Current Risk Status by specifying:

- Risk for General Recidivism - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for CSC's staff (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables

### **2.6.9 Risk Management Recommendations**

As appropriate, state recommendations regarding:

- How risks can be managed in the community (e.g., urinalysis, participation in Correctional Service Canada core programs, enhanced supervision, change in curfew, etc.).
- What ancillary interventions may maximize successful community reintegration (e.g., job search skills, education/retraining, leisure activities, money management, etc.)

### **2.7 Treatment Authorization**

Upon submission of the Treatment Plan, the Contractor will be authorized a maximum of twelve (12) treatment sessions. The offender's status will be updated in writing by the submission of Interim Treatment Reports (using the attached Annex C - C.S.C. Psychological Counselling: Interim Treatment Report). All reports must be on a disk for uploading to OMS.

### **2.8 Interim Treatment Reports**

Interim Treatment Reports communicate to the Parole Officer an updated evaluation of the offender's current emotional/behavioural status, including an assessment of risk to reoffend, and the offender's progress toward the current treatment objectives.

Interim Treatment Reports are billable to a maximum of one billable hour. They are to be submitted in writing after every eighth (8<sup>th</sup>) session (or every three months, whichever is sooner), and include information under the following headings. (See also attached Annex C: Psychological Counselling: Interim Treatment Report) All reports must be submitted in hard copy and electronically on a disk for uploading to OMS

#### **2.8.1 Tombstone Data**

See 2.6.1 above. In addition to the standard tombstone data the following must be indicated:

- The session frequency; if the frequency has changed this should be noted;
- Number of sessions (group or individual) the offender has attended since the last Progress Note (or Treatment Plan).

## **2.8.2 Offender Presentation**

See 2.6.3 above. This section provides information on the offender's presentation during treatment interview(s), his/her motivation for treatment, and attitude toward supervision.

## **2.8.3 Current Mental Health Status**

See 2.6.4. The Contractor should describe the offender's current mental status and risk for self harm, indicating the circumstances that would increase this risk and/or specifying the markers that suggest that this risk has increased.

## **2.8.4 Recommendations to Manage Risk for Self Harm**

See 2.6.5. If the offender is assessed as being at elevated risk for self harm, the Contractor should give recommendations regarding how this risk can be managed in the community. As well, the Contractor should immediately notify by direct contact by telephone or by fax the Parole Officer (or the Parole Officer Supervisor, the Technical Authority, or the psychologist responsible for quality assurance of contracted psychological services, if the Parole Officer cannot be reached). If immediate notification is made by telephone, the Contractor must follow this up within twenty-four (24) hours by faxing written notification using the attached Annex E – Psychological Counselling: Communication Form to provide this information. This service is not billable.

## **2.8.5 Current Treatment Objectives**

Per 2.6.6 above. Note any changes in treatment objectives and the rationale for same.

## **2.8.6 Progress toward Treatment Objectives**

Each of the Current Treatment Objectives that were listed in the previous section is evaluated in terms of the offender's progress (or failure to make progress) toward achieving that objective. Behavioural examples should be cited to illustrate the progress and its significance to the overall supervision plan.

## **2.8.7 Longer Term Objectives/ Next Treatment Steps**

See 2.6.7 above

## **2.8.6 Current Risk Status**

Per 2.6.8 above

## **2.8.8 Risk Management Recommendation**

Per 2.6.9 above

## **2.9 Case Review for Continued Treatment Authorization**

Prior to the last authorized session (the 12<sup>th</sup> session if twelve sessions were authorized), the Treatment Plan and Interim Treatment Report shall be reviewed by the treatment / supervision team. The decision to continue treatment will be made on the basis of the team's input. It will be the responsibility of the Case Management Team to arrange a case review meeting. Barring operational difficulties, treatment will continue if the Contractor believes it appropriate, given a supportive assessment by the Case

Management Team. Each subsequent block of 12 treatment sessions (maximum) will be preceded by a case review prior to further treatment authorization to be given by the Technical Authority or delegate. To avoid disruption in service, treatment authorization may be via fax. Unauthorized treatment sessions will not be remunerated. The case review is billable at a maximum of one billable hour.

## **2.10 Communication and Consultation**

At the Parole Officer Supervisor's request, the Contractor will provide feedback and consultation to the Parole Officer and Parole Officer Supervisor via brief informal telephone contact, case review meetings, or individual case conferences. Brief telephone contact is not billable.

### **2.10.1 Case Conference**

In addition to the Case Review, circumstances may demand that a case conference be held. The case conference may be held with or without the offender present as determined by the Case Management Team, in consultation with the Contractor. The case conference will involve the Contractor, Parole Officer, Parole Officer Supervisor, Technical Authority and/or Community Psychologist. The Case Management Team is responsible for scheduling the case conference. The case conference will be billed at a maximum of one billable hour.

### **2.10.2 Consultation**

The Contractor is required to immediately notify by direct contact by telephone or by fax the Parole Officer (or the Parole Officer Supervisor, the Technical Authority, or the psychologist responsible for quality assurance of contracted psychological services, if the Parole Officer cannot be reached) if the offender presents any indication of a breach of a condition of release, any violation of the law (such as the use of illicit drugs), or any increased risk to re-offend, to behave violently, or to engage in self-harm or suicide. If immediate notification is made by telephone, the Contractor must follow this up within twenty-four (24) hours by faxing written notification using the attached Annex E – Psychological Counselling: Communication Form to provide this information. This service is not billable.

If an offender fails to attend a scheduled appointment, the Contractor must report the occurrence by fax (using the attached Annex F – Missed Appointment Form) within 24 hours of the missed appointment. This service is not billable.

## **2.11 Special Reports**

Occasionally, there will be a need for a Contractor to produce a special report for Case Management or National Parole Board purposes. These reports are billable to a maximum of one billable hour. (Refer to the attached Annex G – Correctional Service Canada - Special Report.) All reports must be submitted in hard copy and electronically on a disk for uploading to OMS.

## **2.12 Final Treatment Report**

On termination of treatment (this includes formal discharge, transfer to another District, revocation, and WED) the Contractor will submit a Final Treatment Report. The format and required content for this report is outlined in the attached Annex D - C.S.C. Psychological Counselling: Final Treatment Report, and parallels the format of the other reports required.

The Final Treatment Report will be submitted within ten (10) working days after the offender is discharged. In the case of an offender completing his sentence, the Final Treatment Report will be submitted at least five (5) working days prior to the Warrant Expiry Date.

The Final Treatment Report is billable up to a maximum of one billable hour.

Termination of treatment may occur at any time the Contractor deems that the offender is not benefiting from counselling or counselling is no longer required. The Contractor may recommend discharging the offender after consulting with the Regional Psychologist, Community Psychologist, other delegated psychologist / Parole Officer Supervisor or his/her delegate. A clinical note to this effect will be completed by the Contractor, to be placed on file.

All reports must be submitted in hard copy and electronically on a disk for uploading to OMS.

### **2.13 Continuity of Treatment**

It is the Contractor's responsibility to ensure that he/she provides back-up services when unable to provide services due to planned or unplanned absences. All cases must remain under the supervision of a registered psychologist at all times.

### **2.14 Treatment Documentation**

Correctional Service Canada maintains all offender documents on a computerized record management system (OMS). This requires that all treatment documentation be submitted on diskette or flashcard/USB stick (Microsoft Word compatible) accompanied by a signed hard copy. The National Parole Board no longer accepts faxed or mailed hard copies of offender documents; all documents must be accessible via the Offender Management System (OMS).

### **2.15 Assessments - Vocational, Educational and/or other Psychological**

Correctional Service Canada offenders undergo several batteries of vocational, educational, and psychological tests at various periods of their incarceration, and prior to being released into the community. The results of these tests are available to the Contractor. Given this, if the Contractor believes that additional testing is required to complete the Assessment for Treatment, the additional testing must be authorized in writing, in advance. The Contractor will submit to the Technical Authority a brief treatment rationale for the testing, a list naming the tests to be administered, and the total cost preparing a vocational, educational, and/or other psychological assessment. Assessments not authorized in advance will not be remunerated.

### **2.16 Information Sharing**

All treatment reports that are written for Case Management purposes (including for the National Parole Board) and/or those that contribute to decision-making shall be shared with the offender by the author of the report. Correctional Service Canada policy specifies that the author and offender will sign and date the report at the time that the report is shared. The signed copy and a diskette copy (Microsoft Word compatible) will be submitted to Correctional Service Canada per the usual procedure. Should the "wait for the offender's signature" compromise the timeliness of the report, a dated, hard copy of the report with only the Contractor's signature may be forwarded, provided that a hard copy, signed and dated by both the offender and the Contractor is submitted as soon as possible. The diskette copy of the report should accompany the initial copy so

that the report may be uploaded onto OMS for timely distribution. In the event that the offender is temporarily detained, unlawfully at large, or revoked, the offender's Parole Officer will assume the information sharing responsibility. To ensure that the Final Treatment Report is shared, the signed copy will be submitted five (5) working days prior to the Warrant Expiry Date. All reports must be submitted in hard copy and electronically on a disk for uploading to OMS.

### **2.17 Attendance Sheets**

The Contractor shall maintain individualized attendance sheets (using the attached Annex H - CSC Psychological Counselling - Offender Attendance Confirmation Form) for all of his/her cases. Invoices may be accompanied by the attendance sheets.

### **2.18 Subcontracting**

Prior to delivering services to Correctional Service Canada offenders, all individuals will submit to the Community Psychologist or another designated psychologist a current resume, and subject to a positive review of the resume, will undergo an appropriate Correctional Service Canada security clearance.

All reports written by a subcontractor will be countersigned by a psychologist registered for autonomous practice in the province of work. Adjunct staff (clerical support) not delivering direct services but with access to Correctional Service Canada documentation will undergo a Correctional Service Canada security clearance prior to handling the material.

### **2.19 Documentation Security**

It is the Contractor's responsibility to ensure that all Correctional Service Canada documents are handled, transported, and stored according to Correctional Service Canada document security guidelines. The Contractor will receive a copy of these guidelines upon the awarding of the contract. Once counselling with the offender is terminated, all Correctional Service Canada generated documents will be returned to Correctional Service Canada / Technical Authority no later than thirty (30) days from the date the offender's treatment is terminated.

### **2.20 Offender Activities on the behalf of Correctional Service Canada**

Should the Contractor request the offender to participate in volunteer community service activities, and if such activities are stated to be on the behalf of Correctional Service Canada, they must be authorized by the Technical Authority and/or the psychologist responsible for quality assurance of clinical aspects of the Contractor's work prior to the offender's participation.

### **2.21 Contract Management**

The Technical Authority will manage the non-clinical issues pertaining to the contract. Clinical oversight of the quality of work done will be the responsibility of the Regional Psychologist, Senior Community Psychologist, or another psychologist delegated the responsibility.

Videoconferencing may be used up to a maximum of 50% for this contract. The Contractor is responsible to contact the Project Authority for written approval prior to any work being done via videoconference. Approval will be given on a site-by-site basis and will be provided for a period of six months. If additional work via

videoconference is required beyond the six months, a request will be re-submitted to the Project Authority. On a monthly basis The Contractor is also responsible to provide the Project Authority a summary of any work being done via videoconference.

The quality of the written reports submitted must be equal to the report samples submitted for evaluation with the contractors original bid submission, and shall contain the elements indicated in the grid attached at Annex "I"

The Contractor may be requested to attend one (1) contract maintenance meeting with the Project Authority per year. The purpose of this meeting is to discuss issues that may arise from the Statement of Requirements. This meeting is not billable.

The Contractor may also be requested to attend one (1) professional update session per year with the Regional Psychologist, Senior Community Psychologist, or another psychologist responsible for quality assurance of the work performed on contract. The purpose of this meeting is to discuss and receive information regarding changes or innovations in CSC assessment, treatment, and/or offender management protocols. This meeting is not billable.

## **2.22 Evaluation**

The Project Authority, acting on behalf of the Minister, shall supply, complete and distribute a Standard Evaluation Form during the last few days of the contract period. The Contractor shall be allowed to review the completed evaluation and record any comments.

## **ANNEX "A" - Limits of Confidentiality and Consent to Participate in Psychological Assessment and Counselling**

Psychologists must respect confidentiality and protect their clients' privacy. They must also explain the limits to confidentiality and privacy before they provide service. This form describes these limits and explains situations where psychologists are required and/or permitted to disclose information about you to others.

Psychological risk assessments are not confidential, so that anything that you say during an assessment interview could appear in the final assessment report. You may withdraw your consent to participate at any time during the assessment process, but once the assessment has been completed, your consent to distribute the resulting report is not required. If you do not consent to participate in the risk assessment process, the psychologist may still be required to complete a risk assessment based upon information already available on your files. Risk assessment reports are placed on your Case Management File, your file at the National Parole Board, your Psychology File, and on the Offender Management System (an electronic database). Correctional Service of Canada (CSC) employees, NPB employees, and those who perform services under contract for CSC who need this information to perform their duties, will have access to your Case Management files and the OMS system. Under the terms of the Corrections and Conditional Release Act, if you are ever released as a "high-risk" release, some of the information on your Psychology file may be made available to law enforcement agencies in your area of release.

There is a limited degree of confidentiality in psychological treatment or counselling. Direct access to your Psychology file can only occur under the supervision of a psychologist. Information that is not related to your risk to re-offend will be restricted to the Psychology file. Although access to your Psychology file, in order to review the quality of psychological services, or to complete psychological research, is allowed, information that can identify you will be protected. Anything discussed in counselling that is related to your risk to re-offend, however, including your progress in treatment, will be communicated to your Parole Officer, and will be summarized in Treatment Progress Reports that are distributed to the same files as are the psychological assessment reports described above. Psychological reports will be shared with you by the psychologist or, if this is not possible, by the Parole Officer.

There are situations where psychologists are legally required to break confidentiality. When there are reasonable grounds to believe that a child is, or may be, in need of protection, psychologists must report this information to a Child Protection Agency. If they have reasonable grounds, psychologists must also report the sexual abuse committed against clients by other identified health care providers. Psychologists have a duty to protect you and others from harm. This means that confidentiality will be breached if you are deemed to be at high risk for suicide or self-harm, or when identifiable third parties are at risk of being harmed by you. As well, psychologists are responsible for reporting to your Parole Officer any breach of release conditions or any violations of the law. Finally, you should understand that, in contrast to communications with a lawyer, psychological information is not legally defined as "privileged"; therefore, psychologists may be compelled to testify as a witness, or provide the Psychology file in its entirety, by an order of the court.

I understand this information and agree to participate in:

Psychological assessment \_\_\_\_\_

Psychological counselling \_\_\_\_\_

Name of Client \_\_\_\_\_ Signed \_\_\_\_\_

Psychologist \_\_\_\_\_ Date \_\_\_\_\_

I understand that by not signing this form, I am declining to participate in psychological assessment and/or psychological counselling. The psychologist will discuss the possible implications of this decision with you.



**ANNEX "B" Psychological Counselling: Treatment Plan**

Offender Name: \_\_\_\_\_ FPS \_\_\_\_\_ DOB: \_\_\_\_\_  
WED: \_\_\_\_\_

Office: \_\_\_\_\_ Parole Officer: \_\_\_\_\_ Referral Date: \_\_\_\_\_

Session Frequency/month: \_\_\_\_\_ Date of last written Note: \_\_\_\_\_

Since last Progress Note: (1) # of sessions: \_\_\_\_\_ (2) total # of sessions to date: \_\_\_\_\_

(3) # of missed sessions: \_\_\_\_\_ (4) estimated # of sessions to treatment completion: \_\_\_\_\_

**Tombstone Data**

**Relevant Background**

**Offender Presentation**

**Current Mental Health Status**

Describe the offender's current mental status and risk for self harm, indicating the circumstances that would increase this risk.

**Recommendations to Manage Risk for Self Harm**

If the offender is assessed as being at elevated risk for self harm.

**Current Treatment Objectives**

**Longer Term Treatment Objectives**

**Current Risk Status** (static/dynamic/actuarial/risk to staff if applicable)

- Risk for General Recidivism - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for CSC's staff (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for self harm/suicide - indicate the circumstances that would increase this risk and indicators / markers that this risk has increased)

**Risk Management Recommendations**

Contractor Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Therapist Signature: \_\_\_\_\_

Date \_\_\_\_\_

(if service was not provided by the Contractor)

Offender Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date

\_\_\_\_\_

cc: Offender File, Psychology file, OMS

**ANNEX "C" Psychological Counselling: Interim Treatment Report**

Offender Name: \_\_\_\_\_ FPS \_\_\_\_\_ DOB: \_\_\_\_\_  
WED: \_\_\_\_\_

Office: \_\_\_\_\_ Parole Officer: \_\_\_\_\_ Referral Date:  
\_\_\_\_\_

Session Frequency/month: \_\_\_\_\_ Date of last written Note: \_\_\_\_\_

Since last Progress Note: (1) # of sessions: \_\_\_\_\_ (2) total # of sessions to date:  
\_\_\_\_\_

(3) # of missed sessions: \_\_\_\_\_ (4) estimated # of sessions to treatment  
completion: \_\_\_\_\_

**Tombstone Data**

**Offender Presentation**

**Current Mental Health Status**

Describe the offender's current mental status and risk for self harm, indicating the circumstances that would increase this risk and/or specifying the markers that suggest that this risk has increased.

**Recommendations to Manage Risk for Self Harm**

If the offender is assessed as being at elevated risk for self harm.

**Current Treatment Objectives**

**Progress Toward Treatment Objectives:** (for Treatment Progress and Discharge Notes only. Address each of the objectives listed above, cite behavioural examples and significance re: supervision plan)

**Longer Term Treatment Objectives/ Next Treatment Steps**

**Current Risk Status** (static/dynamic/actuarial/risk to staff if applicable)

- Risk for General Recidivism - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for CSC's staff (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for self harm/suicide - indicate the circumstances that would increase this risk and indicators / markers that this risk has increased)

**Risk Management Recommendations**

Contractor Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Therapist Signature: \_\_\_\_\_

Date \_\_\_\_\_

(if service was not provided by the Contractor)

Offender Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date

\_\_\_\_\_

cc: Offender File, Psychology file, OMS

**ANNEX "D" Psychological Counselling: Final Treatment Report**

Offender Name: \_\_\_\_\_ FPS \_\_\_\_\_ DOB: \_\_\_\_\_  
WED: \_\_\_\_\_

Office: \_\_\_\_\_ Parole Officer: \_\_\_\_\_ Referral Date:  
\_\_\_\_\_

Session Frequency/month: \_\_\_\_\_ Date of last written Note: \_\_\_\_\_

Since last Progress Note: (1) # of sessions: \_\_\_\_\_ (2) total # of sessions to date:  
\_\_\_\_\_

(3) # of missed sessions: \_\_\_\_\_ (4) estimated # of sessions to treatment  
completion: \_\_\_\_\_

**Tombstone Data**

**Offender Presentation**

**Current Mental Health Status**

Describe the offender's current mental status and risk for self harm, indicating the circumstances that would increase this risk and/or specifying the markers that suggest that this risk has increased.

**Recommendations to Manage Risk for Self Harm**

If the offender is assessed as being at elevated risk for self harm.

**Current Treatment Objectives**

**Progress Toward Treatment Objectives:**

Address each of the objectives listed above, citing behavioural examples and significance re: supervision plan)

**Longer Term Objectives/ Next Treatment Steps**

**Current Risk Status** (static/dynamic/actuarial/risk to staff if applicable)

- Risk for General Recidivism - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for CSC's staff (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for self harm/suicide - indicate the circumstances that would increase this risk and indicators / markers that this risk has increased)

**Risk Management Recommendations**

Contractor Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Therapist Signature: \_\_\_\_\_

Date \_\_\_\_\_

(if service was not provided by the Contractor)

Offender Signature: \_\_\_\_\_ Date

\_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date

\_\_\_\_\_

cc: Offender File, Psychology file, OMS

**ANNEX "E" – Psychological Counselling: Communication Form**

(The Contractor prints this form on her/his letterhead)

# of pages including this one: \_\_\_\_\_ Date \_\_\_\_\_

To: \_\_\_\_\_  
Parole Officer \_\_\_\_\_ Location \_\_\_\_\_

To: \_\_\_\_\_  
Parole Officer Supervisor \_\_\_\_\_ Location \_\_\_\_\_

To: \_\_\_\_\_  
Psychology Clerk \_\_\_\_\_ Location \_\_\_\_\_

From: \_\_\_\_\_  
Psychologist/ Psychological Associate \_\_\_\_\_ Signature \_\_\_\_\_

Re: \_\_\_\_\_  
Offender Name \_\_\_\_\_ FPS \_\_\_\_\_ DOB \_\_\_\_\_ WED \_\_\_\_\_

BREACH OF CONDITION OF RELEASE OR VIOLATION OF THE LAW:

Information obtained during the appointment of \_\_\_\_\_ indicated that this offender breached a the condition of release or violated the law, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- This breach of condition/ violation of the law implies an increase in risk of reoffending
- This breach of condition/ violation of the law does not imply an increase in risk of reoffending

During the appointment of \_\_\_\_\_, I obtained information that indicates that this offender presents a SIGNIFICANT INCREASE IN RISK FOR:

- NON-SEXUAL VIOLENCE
- SEXUAL VIOLENCE
- SUICIDE/ SELF HARM
- NON-VIOLENT OFFENDING
- SUBSTANCE ABUSE

Explanation/reason for increase(s) of risk:

\_\_\_\_\_  
\_\_\_\_\_

---

cc: Parole Officer Supervisor



**ANNEX "F" - Psychological Counselling: Missed Appointment Form**

(The Contractor prints this form on her/his letterhead)

# of pages including this one: \_\_\_\_\_ Date \_\_\_\_\_

**To:** \_\_\_\_\_  
Parole Officer \_\_\_\_\_ Location \_\_\_\_\_

**To:** \_\_\_\_\_  
Parole Officer Supervisor \_\_\_\_\_ Location \_\_\_\_\_

**To:** \_\_\_\_\_  
Psychology Clerk \_\_\_\_\_ Location \_\_\_\_\_

**From:** \_\_\_\_\_  
Psychologist/Psychological Associate \_\_\_\_\_ Signature \_\_\_\_\_

**Re:** \_\_\_\_\_  
Offender Name \_\_\_\_\_ FPS \_\_\_\_\_ DOB \_\_\_\_\_ WED \_\_\_\_\_

Date of missed appointment: \_\_\_\_\_

Time of missed appointment: \_\_\_\_\_

Client called to cancel:  Yes  No

Possible date of next appointment:  
\_\_\_\_\_

Possible time of next appointment: \_\_\_\_\_

Comments:

**Parole Officer Response:** (reasons provided by the offenders for his/her failure to attend the above noted appointment)

**Parole officer's Acceptance of Next Appointment:**

Yes: I am accepting the proposed appointment for this offender.

No: I am proposing a different date/time for the next appointment for this offender, as follows:

\_\_\_\_\_  
Parole Officer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Parole Officer Supervisor

**ANNEX "G" - Correctional Service Canada: Special Report**

Offender Name: \_\_\_\_\_ FPS \_\_\_\_\_ DOB: \_\_\_\_\_  
WED: \_\_\_\_\_

Office: \_\_\_\_\_ Parole Officer: \_\_\_\_\_ Referral Date: \_\_\_\_\_

Date of last written report: \_\_\_\_\_ # of sessions to date: \_\_\_\_\_ # of missed sessions: \_\_\_\_\_

---

**Reason for Special Report:**

**Relevant Background:** (e.g., brief personal & criminal history, factors related to prior criminal behaviour, general adjustment/psychopathology, treatment experience, recommendations from previous treatment providers or assessments)

**Progress towards Treatment Objectives:**

**Details of Special Report:**

**Current Mental Health Status:**

Information regarding the offender's current mental status and risk for self harm/suicide, indicating the circumstances that would increase this risk and/or specifying the markers that suggest that this risk has increased.

**Recommendations to Manage Risk for Self Harm**

**Risk Assessment:** (if applicable, comment on how changes in parole status will impact on risk)

- Risk for General Recidivism - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for CSC's staff (if applicable) - indicate the level (Low, Medium, High) and delineate the relevant key variables.
- Risk for self harm/suicide - indicate the circumstances that would increase this risk and indicators / markers that this risk has increased).

**Risk Management Recommendations**

**Recommendations for Further Psychological Treatment:**

---

Contractor Signature: \_\_\_\_\_ Date \_\_\_\_\_

Therapist Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(if service was not provided by the Contractor)

Offender Signature: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

cc: Offender File, Psychology file, OMS



**ANNEX “I”- CSC Psychological Counselling – Report Element Grid**

Aspect	Description
<b>Referral Question</b>	<ul style="list-style-type: none"> <li>- Identifies who made the referral (can be a position or department)</li> <li>- Clearly states reason for the referral</li> </ul>
<b>Background Information</b>	<ul style="list-style-type: none"> <li>- Background information includes, <b>at a minimum</b>, information relevant to the referral question.</li> <li>- Information is clearly organized (e.g., chronological, topic)</li> <li>- Sources are referenced and dated (e.g., program report June 2011)</li> <li>- proceeds logically to build case/describe/ answer</li> <li>- Outlines the official version of the offence(s); or indicates why not available</li> <li>- conclusion, summing up/ bringing closure</li> </ul>
<b>Clinical Interview</b>	<ul style="list-style-type: none"> <li>- Covers, <b>at a minimum</b>, required areas as per the referral question</li> <li>- Provides offender version of the offence(s)</li> </ul>
<b>Test Instruments</b>	<ul style="list-style-type: none"> <li>- Lists tests used, preferably in order of administration</li> <li>- Selection of instruments is appropriate to the referral question</li> </ul>
<b>Interpretation/Analysis</b>	<ul style="list-style-type: none"> <li>- Interpretation of the instruments is accurate</li> <li>- There is an indication that the information has been considered given the offender’s circumstances.</li> <li>- Language is at a level the reader will understand</li> </ul>
<b>Summary/Clinical Opinion</b>	<ul style="list-style-type: none"> <li>- Highlights and summarizes portions relevant to the referral question and results.</li> <li>- If there is a Clinical Opinion stated clearly</li> <li>- Assimilation of the test data, background information, clinical interview, relative to the referral question and offender needs.</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>- Answer/relate to the referral question</li> <li>- Flow from the background and assessment data</li> </ul>
<b>Technical Aspects</b>	<ul style="list-style-type: none"> <li>- Clarity of Writing</li> <li>- Logical Structure</li> <li>- Appropriateness Of Vocabulary</li> <li>- Appropriateness Of Style</li> <li>- Grammatical Correctness</li> </ul>

# Appendix B Evaluation Criteria and Evaluation Procedures:

## 1. Evaluation Criteria:

- a. The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

1.1 Mandatory Requirements

1.2 Rated Requirements

### b. EVALUATION CRITERIA

- i) Listing experience without providing any supporting data to describe where and how and when such experience was obtained will result in the experience not being included for evaluation purposes.
- ii) All experience is to be strictly work-related unless otherwise indicated. Time spent during education and/or training does not count, unless otherwise indicated. Experience must be demonstrated through employment history.
- iii) ***In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.***
- iv) ***It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.***

#### **1.1 Mandatory Requirements**

- 1.1.1 The bidder must include the completed and signed certifications 1 and 2 enclosed as Appendix C, with their proposal.

**Certifications enclosed? YES  NO**

- 1.1.2 The Contractor must be registered as a fully licensed autonomous Psychologist in a Province of practice and must provide proof of licensing with their bid submission.

**Proof of registration included? YES  NO**

- 1.1.3 Registered Psychologists employed by the Contractor to provide any of the services described herein must sign and assume accountability for their reports.

All reports written by a subcontractor who is not a Registered Psychologist must be counter-signed by the Registered Psychologist named in the contract, or another Registered Psychologist delegated to assume responsibility for the work. Provide a Curriculum Vitae (CV) for each proposed psychologist which will be evaluated against the rated requirements.

**Bidder will meet this requirement upon contract award: YES  NO**

- 1.1.4 Bidder must have a minimum of five years experience as a fully licensed psychologist in a province of practice.

**Bidder meets this requirement? YES  NO**

- 1.1.5 Bidder must have experience in directly providing forensic actuarial offenders assessments such as LSI-R, HCR 20 and offender counseling to male and female offenders incarcerated and/or in the community within the last two years.

**Provide a sample report for a male offender and a sample report for a female offender. – Any and all identifying information must be removed prior to submission.**

**Bidder meets the experience requirement? YES  NO**

**Sample report for a male submitted? YES  NO**

**Sample report for a female submitted? YES  NO**

- 1.1.6 Bidder must have received formal training from Correctional Services Canada (CSC), or equivalent training, in the use of forensic actuarial sex offender assessments including the Stable 2000, Stable 2007 and the Static 99R.

**Bidder meets this requirement? YES  NO**

**If the training is not from CSC, contractor must provide proof of completion of equivalent Training.**

**Proof of equivalent training provided? YES  NO**

- 1.1.7 Bidder must have experience providing forensic actuarial sex offender assessments such as the Stable 2000, Stable 2007 and the Static 99 as well as directly providing sex offender counseling to sex offenders incarcerated or in the community.

**Provide a sample report – Any and all identifying information must be removed prior to submission.**

**Bidder meets the experience requirement? YES  NO**

**Sample report submitted? YES  NO**

- 1.1.8 Bidder must have experience providing counseling to male and/or female offenders and sex offenders in the community within the last two years.

**Bidder meets the requirement? YES  NO**

- 1.1.9 Bidder must have flexible hours, adequate resources, and sufficient capacity to meet with referred offenders within 10 working days of the referral date. Must be available for regular treatment sessions with offenders for continuity of treatment and also for emergency services for offenders in institutions and the community.

**Bidder can meet all the above requirements? YES  NO**

- 1.1.10 Bidder will submit the resume of any individual, having completed their Masters in Psychology, for review and approval by the Project Authority prior to any work being commenced by this individual.

**Bidder will meet the requirement? YES  NO**

- 1.1.11 Bidder acknowledges that they are willing to provided services for the entire Prairie region, which includes all of Alberta, Saskatchewan, Manitoba and NW Ontario.

Bidder understands the expectation of service? YES  NO

**1.2 Rated Requirements:**

**Mandatory Report Review**

Reports submitted from requirements 1.1.5 and 1.1.7 above must be satisfactory to the Project Authority in their clarity, thoroughness and professionalism in order to proceed to the final reviewing stage of pricing. All reports submitted for this Request for Proposal will be reviewed based on the following rating grid.

Aspect	Description
<b>Referral Question</b> Maximum 15 Points	<ul style="list-style-type: none"> <li>- Identifies who made the referral (can be a position or department)</li> <li>- Clearly states reason for the referral</li> </ul>
<b>Background Information</b> Maximum 20 Points	<ul style="list-style-type: none"> <li>- Background information includes, <b>at a minimum</b>, information relevant to the referral question.</li> <li>- Information is clearly organized (e.g., chronological, topic)</li> <li>- Sources are referenced and dated (e.g., program report June 2011)</li> <li>- proceeds logically to build case/describe/ answer</li> <li>- Outlines the official version of the offence(s); or indicates why not available</li> <li>- conclusion, summing up/ bringing closure</li> </ul>
<b>Clinical Interview</b> Maximum 15 Points	<ul style="list-style-type: none"> <li>- Covers, <b>at a minimum</b>, required areas as per the referral question</li> <li>- Provides offender version of the offence(s)</li> </ul>
<b>Test Instruments</b> Maximum 10 Points	<ul style="list-style-type: none"> <li>- Lists tests used, preferably in order of administration</li> <li>- Selection of instruments is appropriate to the referral question</li> </ul>
<b>Interpretation/Analysis</b> Maximum 20 Points	<ul style="list-style-type: none"> <li>- Interpretation of the instruments is accurate</li> <li>- There is an indication that the information has been considered given the offender's circumstances.</li> <li>- Language is at a level the reader will understand</li> </ul>
<b>Summary/Clinical Opinion</b> Maximum 20 Points	<ul style="list-style-type: none"> <li>- Highlights and summarizes portions relevant to the referral question and results.</li> <li>- If there is a Clinical Opinion stated clearly</li> <li>- Assimilation of the test data, background information, clinical interview, relative to the referral question and offender needs.</li> </ul>
<b>Recommendations</b> Maximum 15 Points	<ul style="list-style-type: none"> <li>- Answer/relate to the referral question</li> <li>- Flow from the background and assessment data</li> </ul>
<b>Technical Aspects</b> Maximum 15 Points	<ul style="list-style-type: none"> <li>- Clarity of Writing</li> <li>- Logical Structure</li> <li>- Appropriateness Of Vocabulary</li> <li>- Appropriateness Of Style</li> <li>- Grammatical Correctness</li> </ul>

**TOTAL POSSIBLE SCORE = 130**

**SCORING**

**MARKING SCALE for MAX 20 Points**

Excellent.....	20
Very Good.....	16
Good.....	12
Weak.....	8
Poor.....	4
Unacceptable.....	0

**MARKING SCALE for MAX 15 points**

Excellent.....	15
Very Good.....	12
Good.....	9
Weak.....	6
Poor.....	3
Unacceptable.....	0

**MARKING SCALE for MAX 10 points**

Excellent.....	10
Very Good.....	8
Good.....	6
Weak.....	4
Poor.....	2
Unacceptable.....	0

**1.3 Evaluation Procedures:**

1.3.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, Appendix A.

1.3.2 The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;

**2. Selection Method**

Bidders must meet all the mandatory requirements of the RFP

Selection based on highest combined rating of Price and Rated/Technical Requirements.

**i.e:** (based on 25% financial value and 75% technical value)

**Financial**

Lowest bid price of all bidders ÷ current bidder price X 25% = Financial points per bidder

**Technical**



Total technical points for all three reports (per bidder) ÷ Total possible technical points for all three reports X 75% = Technical points per bidder

**Total Points for evaluating bidders:**

Financial points per bidder + Technical points per bidder = Total points per bidder.

\*\* Neither the responsive proposal with the lowest price nor the one with the highest rated score will be awarded the contract. Rather the proposal with the highest combined rating of price and rated/technical requirements will be recommended for the award of the first contract and the bidder with the second highest combined rating of price and rated/technical requirements will be recommended for the award of the second contract. In the case of a tie, the proposal with the technically superior rating will prevail.

**APPENDIX C CERTIFICATIONS:**

**NOTE TO BIDDERS: THE FOLLOWING CERTIFICATION REQUIREMENTS APPLY TO THIS REQUEST FOR PROPOSAL (RFP). BIDDERS ARE REQUESTED TO COMPLETE THIS CERTIFICATION BY FILLING IN THE APPROPRIATE SPACES BELOW AND INCLUDE IT WITH THEIR PROPOSAL.**

**CERTIFICATION 1:**

**CERTIFICATION OF EDUCATION / EXPERIENCE:**

"The Bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described herein".

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Name of Bidder

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Duly authorized representative of Bidder

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Date

**CERTIFICATION 2 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY (FCP-EE)**

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000.00, including all applicable taxes). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will not be considered for award of a contract.

2. **The Bidder certifies its status with the FCP-EE, as follows (please  applicable box below):**

The Bidder:

- (a)  is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
  - (b)  is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act;
  - (c)  is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment (form LAB 1168) is required from the Bidder and should be attached to this signed certification and included with the bid.
  - (d)  is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).
3. If the Bidder does not fall within the exceptions enumerated in 2.(a) or (b) above, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC at 819-953-8768. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.
  4. The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the Default provisions of the Contract.

In all cases, the bidder is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its bid.

Further information on the FCP-EE is available on the following HRSDC Website:  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

All Bidders to sign, provide name, title, and date:

Signature of authorized representative: \_\_\_\_\_

Name, Title and Date: \_\_\_\_\_

**APPENDIX "D" PSYCHOLOGIST'S DECLARATION**

**DECLARATION OF ANY LOSS, SURRENDER, OR RESTRICTION OF PSYCHOLOGICAL LICENSE TO PRACTICE, CURRENT INVESTIGATIONS, OR OF SUSPENSIONS.**

*If misleading or incorrect information is given on this declaration and you are contracted to work with CSC, the contract may be terminated for default.*

**All proposed psychologists must complete all sections.**

**SECTION A**

**EITHER**

I, (full name) \_\_\_\_\_

declare that I have never lost or surrendered my Psychologist License during my career.

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

**OR**

I, (full name) \_\_\_\_\_

declare that I have lost or surrendered my Psychologist License on the following occasions and for the following reasons. *(If the proposed psychologist lost or surrendered his/her License to Practice, details must be provided.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

If needed, additional information may be attached to this *Declaration* and submitted with the application.

**SECTION B**

**EITHER**

I, (full name) \_\_\_\_\_

declare that I am not currently under any restriction to practice as a psychologist.

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

**OR**

I, (full name) \_\_\_\_\_

declare that I am currently under any restriction to practice as a psychologist and following is a statement explaining the restriction. *(If the proposed psychologist is under a restriction to practice, details regarding the nature of the restriction and what led to its imposition must be provided.)*

\_\_\_\_\_  
\_\_\_\_\_



## **APPENDIX E RESULTING CONTRACT CLAUSES**

The general terms and conditions and clauses contained as listed on the following pages form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions

**Articles of Agreement  
Consulting and Professional Services**

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TO BE COMPLETED AT CONTRACT AWARD-INH-00  
These Articles Of Agreement are made as of the TO BE COMPLETED AT CONTRACT AWARD

Between

Her Majesty the Queen in right of Canada (referred to in the contract as "Her Majesty") represented by the Minister of the Department of Public Safety Canada (referred to in the contract as the "Minister")

And

TO BE COMPLETED AT CONTRACT AWARD

(referred to in the contract as the "Contractor")

Her Majesty and the Contractor agree as follows:

**1 Contract**

1.1 The following documents and any amendments relating thereto form the contract between Her Majesty and the Contractor:

1.1.1 these Articles of Agreement;

1.1.2 the documents attached hereto as Appendix "A" and entitled "General Conditions", referred to herein as the General Conditions;

1.1.3 the documents attached hereto as Appendix "B" and entitled "Supplementary Conditions", referred to herein as the Supplementary Conditions;

1.1.4 the documents attached hereto as Appendix "C" and entitled "Terms of Payment", referred to herein as the Terms of Payment;

1.1.5 the documents attached hereto as Appendix "D" and entitled "Statement of Work", referred to herein as the Statement of Work.

1.2 In the event of discrepancies, inconsistencies and ambiguities of the wording of these documents, the wording of the documents that first appear on the above list shall prevail over the wording of a document subsequently appearing on the list.

**2 Date of Completion of Work and Description of Work**

2.1 The Contractor shall, between the date of these Articles of Agreement and the TO BE COMPLETED AT CONTRACT AWARD, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of work.

**3 Contract Amount**

3.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 a sum not to exceed \$TO BE COMPLETED AT CONTRACT AWARD (GST Included)

**Articles of Agreement  
Consulting and Professional Services**

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3.2 In accordance with Section 40 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

**4 Appropriate Law**

4.1 This contract shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

**5 Departmental Representative**

5.1 For the purposes of the contract, the Minister hereby designates the TO BE COMPLETED AT CONTRACT AWARD as the Departmental Representative.

This contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

For the Contractor

\_\_\_\_\_

\_\_\_\_\_

Date

**For Her Majesty**

\_\_\_\_\_

\_\_\_\_\_

Project Authority

Date

\_\_\_\_\_

\_\_\_\_\_

Contracting Authority

Date





**Appendix "A"**  
**General Conditions**  
**Consulting and Professional Services**

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**A1 Interpretation**

1.1 In the contract,

- 1.1.1 "contract" means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
- 1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.1.8 "Government Property" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defence Production Act, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Materiel; (2003-12-19)

**A2 Successors and Assigns**

2.1 The contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**A3 Assignment**

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

**A4 Time of the Essence**

4.1 Time is of the essence of the contract.



**Appendix "A"**  
**General Conditions**  
**Consulting and Professional Services**

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- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of A4.3, Her Majesty may exercise any right of termination contained in A8.

**A5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 5.4 It is understood and agreed by the parties hereto that the Crown will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services as defined herein and the Contractor agrees not to make any claims against the Crown in respect of any of the foregoing contingencies, subject only to contractor's right to claim in the event of negligence on the part of the Crown."(2006-05-12)

**A6 Notices**

- 6.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

**A7 Canadian Labour and Materials**



**Appendix "A"**  
**General Conditions**  
**Consulting and Professional Services**

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7.1 The Contractor shall use Canadian labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

**A8 Termination or Suspension**

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract.
- 8.3 In addition to the amount which the Contractor shall be paid under A8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of A8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of A8 except as expressly provided therein.

**A9 Termination due to Default of Contractor**

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or part of the work if:
  - (a) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;
  - or;
  - (b) the Contractor fails to perform any of the Contractor's obligations under the contract, or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 Upon the giving of a notice provided for in subsection 9.1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.



**Appendix "A"**  
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**Consulting and Professional Services**

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- 9.3 Upon termination of the work under subsection 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, for any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.
- 9.4 Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
- 9.5 Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
- 9.6 If, after the Minister issues a notice of termination under subsection 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to A8.1 and the rights and obligations of the parties hereto shall be governed by A8.

**A10 Records to be kept by the Contractor**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as they or the Minister may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection, for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.



**Appendix "A"**  
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**A11 Copyright**

11.1 In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists (2005-11-24).

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

11.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

11.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

11.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

11.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

11.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

11.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

**A12 Conflict of Interest**

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

**A13 Contractor Status**

13.1 This is a contract for the performance of a service, and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions which must be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

**A14 Warranty by Contractor**



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14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

**A15 Member of the House of Commons**

15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.



**Appendix "A"**  
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**A16 Amendments**

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**A17 Entire Agreement**

17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

**A18 Subcontracting (2005-02-24)**

18.1 Notwithstanding anything to the contrary in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier, only where any and all subcontractors will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates.

18.2 In any Subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.

18.3 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

**A19 Ownership Control (2005-02-24)**

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply(2006-05-30):

19.1 The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

19.2 The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.

19.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.

19.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.



**Appendix "B"**  
**Supplementary Conditions**  
**Consulting and Professional Services**

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**B1 Privacy (2007-01-31)**

- 1.1 The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract and protected pursuant to the contract provisions. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be.
- 1.3 The collection of personal information shall be limited to that which is necessary for the Contractor to comply with the contract or the exercise of the contractor's rights under the contract.
- 1.4 The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information collected for the purpose of the Contract.
- 1.5 The Contractor shall ensure that the personal information is protected against loss or theft as well as unauthorized access, disclosure, transfer, copying, use, modification or disposal.
- 1.6 The Contractor shall notify the Minister immediately, by telephone and in writing, in the event any information under the control of the Contractor or the Contractor's personnel is compromised or lost or when the Contractor anticipates or becomes aware of an occurrence of breach of privacy or of the security requirements of the contract.
- 1.7 Databases or other compilations:
  - 1.7.1 For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information as defined in the *Privacy Act*, then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada.
  - 1.7.2 Any database or other compilation created for the purposes of the contract must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
  - 1.7.3 Any database or other compilation created for the purposes of the contract must be physically independent from all other databases, directly or indirectly, that are located in jurisdictions whose laws override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal*





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*Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.

1.7.4 All aspects of data processing must be conducted and only accessible in jurisdictions whose laws do not override, conflict with or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.

1.8 The Minister may, at any time and upon reasonable notice to the Contractor, enter the Contractor's premises to inspect, audit or require a third party to audit the Contractor's compliance with the privacy, security and information management requirements under the contract and the Contractor must co-operate with any such audit or inspection.

**B2 Conflict of Interest (2004-06-14)**

2.1 The Contractor, its employees, agents and assigns and any other person deriving any direct benefit from this Contract shall be in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003).

**B3 Security**

3.1 It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service of Canada will apply equally to the Contractor, its officers, servants and agents.

3.2 The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service of Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service of Canada premises or to Correctional Service of Canada documents will be withheld until clearance documentation is submitted and processed.

3.3 The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service of Canada premises and/or to have access to any Correctional Service of Canada documents.

3.4 The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.

3.5 More particularly, the Contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of a penitentiary. (2005-11-28)

**B4 Compliance with applicable laws (2008-01-29)**

4.1 The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.

4.2 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.



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4.3 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

4.4 Details on existing CSC policies can be found at:  
[www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

**B5 Health and Labour Conditions**

5.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

5.2 The Contractor shall comply with all laws Concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

5.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

5.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

**B6 Replacement of Personnel**

6.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

6.2 If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give five (5) working days notice to the Minister of:

- (a) the reason for the removal of the named person from the Work;
- (b) the name, qualifications and experience of the proposed replacement person. The replacement must be of similar ability and attainment and must be acceptable to the Project/Inspection Authority. Any replacement will be at the Contractor's sole expense.

6.3 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2, secure a further replacement.

**B7 Government Property (2003-10-30)**

7.1 Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.

7.2 The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.



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- 7.3 In the event of damage or loss of government property under the care and control of the Contractor or the Contractor's personnel, the Contractor shall immediately advise the Departmental Representative, by telephone or message, and within seven (7) days submit a written report on the incident. Upon reasonable notice by Canada, the Contractor shall repair such damage or reimburse Canada for any costs incurred by Canada to repair or replace such damage or loss.
- 7.4 All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
- 7.5 All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
- 7.6 At the time of completion of the Contract, and if requested by the Departmental Representative, the Contractor shall provide an inventory of all Government Property relating to the Contract to the Departmental Representative.

**B8 Closure of Government Facilities (2003-12-08)**

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

**B9 Certification - Contingency Fee**

- 9.1 The Contractor certifies that the Contractor has not directly or indirectly paid or agreed to pay and covenants that the Contractor will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.
- 9.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of the contract.
- 9.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this contract for default provisions of the contract or recover from the Contractor, by way of reduction to the contract price or otherwise, the full amount of the contingency fee.

- 9.4 In this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer-employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**B10 International Sanctions**



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- 10.0 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 10.1 Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>
- 10.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 10.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

**B11 Tuberculosis Testing (2007-01-31)**

- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

**B12 Insurance (2008-01-29)**

- 12.1 The Contractor shall obtain and maintain general or professional liability insurance coverage, as applicable, for the services required under this Contract, and shall, when requested, provide evidence satisfactory to the Contracting Authority of such insurance and any renewals thereof.

**B13 Code of Conduct for Procurement (2007-12-07)**

- 13.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms. The Code of Conduct for Procurement can be viewed at the following internet address: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## **Appendix "C"** **Terms of Payment**

### **C1 Payment Terms**

- 1.1 Payment by Her Majesty for the work shall be made within:
  - 1.1.1 thirty (30) days following the date on which all of the work has been delivered at the location(s) specified in the contract and all other work required to be performed by the contractor under the terms of the contract has been completed; or
  - 1.1.2 thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract, whichever is later.
- 1.2 If Her Majesty has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Her Majesty shall notify the contractor of the nature of the objection. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in paragraph 1.1 of this clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.3 "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires.
- 1.4 Interest on Overdue Accounts (2002-11-14)
  - 1.4.1 For the purposes of this section:
    - 1.4.1.1 "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
    - 1.4.1.2 "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
    - 1.4.1.3 an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
    - 1.4.1.4 an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
  - 1.4.2 Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
  - 1.4.3 Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
  - 1.4.4 Canada shall not be liable to pay interest on overdue advance payments.

**Appendix "C"**  
**Terms of Payment**

**C2 Basis of Payment**

- 2.1 A sum not to exceed \$TO BE CONFIRMED AT CONTRACT AWARD for fees, payable on receipt of invoice(s) and upon completion and acceptance of each milestone or deliverable (see below).
- 2.2 A sum not to exceed \$ TO BE CONFIRMED AT CONTRACT AWARD for actual and reasonable travel expenses. The Contractor shall be paid for pre-authorized reasonable and proper travel and living expenses, supported by original receipts, incurred by personnel directly engaged in the performance of the Work, without any allowance thereon for overhead or profit, in accordance with the contract. Travel and living expenses shall not exceed the rates outlined in the then-current Treasury Board Travel Directive. Charges for air travel shall not exceed that for economy class. All payments are subject to government audit. (2004-08-17)
- 2.3 A sum not to exceed \$ TO BE CONFIRMED AT CONTRACT AWARD for actual and reasonable administrative expenses.
- 2.4 The Contractor must provide details of all expenditures. Actual expenses are to be supported by proof of payment (e.g. receipts and payment vouchers). Reasonable expenses will also be reimbursed if approved as appropriate and justifiable by the designated Departmental Representative and deemed to be within Treasury Board policy.
- 2.5 All payments are subject to receipt of invoices certified by a **CSC Manager** or designated officer, with appropriate delegated signing authority.

**MILESTONES/DELIVERABLES**  
**PAYMENT**

**C3 Goods and Services Tax (GST)**

The GST is not included in the amounts shown in the Basis of Payment, C2. The GST, which is estimated at \$ TO BE CONFIRMED AT CONTRACT AWARD is included in the contract amount, Articles of Agreement, 3.1.1. The GST, to the extent applicable, is to be shown as a separate item on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to Revenue Canada Agency any GST that the Contractor receives from Canada pursuant to this contract.

**C4 Invoices**

Invoices are to be submitted to:

Correctional Service of Canada

To be confirmed at Contract Award

Invoices should reference the following numbers:

Contract no.: TO BE CONFIRMED AT CONTRACT AWARD  
Financial code: TO BE CONFIRMED AT CONTRACT AWARD

## APPENDIX E Security Guide

### DOCUMENT HANDLING AND SAFEGUARDING OF PROTECTED INFORMATION

In accordance with Contract Section 1.0 **Security Requirements**, the Contractor may be permitted to remove PROTECTED information on a TEMPORARY basis during the performance of the contract and to store or to create PROTECTED documents at their facility subject to the following storage and safeguarding requirements:

- All documents or computer media (e.g. CD's, USB Flash Drives etc...) containing PROTECTED information MUST be stored in a locked filing cabinet at the Contractor's facility within an OPERATIONS ZONE and accessible only by authorized, appropriately security screened personnel with a need to know. An OPERATIONS ZONE is defined by the Operational Security Standard on Physical Security, as an area where access is limited to personnel who work there, appropriately screened and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically;
- Contractor IT computer equipment used in the performance of the contract to create, produce or modify PROTECTED electronic information or data must be located within an OPERATIONS ZONE (as described above) and accessed only by authorized, appropriately security screened personnel with a need to know;
- No PROTECTED information may be stored on the computer hard drive or be processed on a computer belonging to the Contractor, unless the Contractor's IT computer equipment and systems, has been accredited by Correctional Service Canada IT Security personnel.
- The Contractor must remove any and all sensitive Correctional Service of Canada (CSC) electronic information that belongs to the Department or was processed in the completion of the contract, from any storage medium belonging to the Contractor or any of its agents. The sensitive CSC electronic information must be removed in a manner that complies with requirements of the Policy on Government Security and associated Standards documents, for the removal of information of the sensitivity involved.
- No information provided by the Department is to be copied or retained by the Contractor, following the conclusion of this contract;
- The Contractor will personally pick up and deliver all PROTECTED information from and to the Departmental Representative;
- All notes, working papers, electronic media storage devices etc..., that are or have been used in the completion of the contract requirement and contain PROTECTED information shall be returned to the Departmental Representative for proper disposal and destruction;
- The Contractor shall not share or release any PROTECTED information related to the completion of this contract with anyone, without the prior consultation and written authorization of the Departmental Representative;
- The Contractor shall ensure that all of its employees, that are involved in this contract, requiring access to any PROTECTED information or assets, are appropriately screened to RELIABILITY STATUS and are briefed on their security obligations related to the handling, storage, safeguarding, transmittal and disposal of CSC's PROTECTED information and assets, as outlined in this Appendix.

## **IMPORTANT NOTICE TO SUPPLIERS**

### **GOVERNMENT OF CANADA IS MOVING ITS GOVERNMENT ELECTRONIC TENDERING SERVICE FROM MERX TO BUYANDELL.GC.CA/TENDERS ON JUNE 1, 2013**

Starting June 1, 2013, federal government tenders (tender notices and bid solicitation documents) will be published and available free of charge on a Government of Canada Web site on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders).

The Government Electronic Tendering Service on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

GET MORE DETAILS IN THE FREQUENTLY ASKED QUESTIONS SECTION OF [BUYANDELL.GC.CA/TENDERS](http://BUYANDELL.GC.CA/TENDERS).

AFTER JUNE 1, 2013, ALL TENDERS AND RELATED DOCUMENTS AND AMENDMENTS WILL BE ON [BUYANDELL.GC.CA/TENDERS](http://BUYANDELL.GC.CA/TENDERS).

**ON JUNE 1, 2013, SUPPLIERS MUST GO TO [BUYANDELL.GC.CA/TENDERS](http://BUYANDELL.GC.CA/TENDERS) TO CHECK FOR AMENDMENTS TO ANY TENDER OPPORTUNITIES THAT THEY HAVE BEEN FOLLOWING ON MERX PRIOR TO JUNE 1.**

**BOOKMARK [BUYANDELL.GC.CA/TENDERS](http://BUYANDELL.GC.CA/TENDERS) NOW TO BE READY FOR JUNE 1!**