



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
Bid Receiving - Réception des soumissions:

Ontario Region
Contracting & Materiel Services
Mailroom
P.O Box 1174
443 Union Street
Kingston, ON
K7L 4Y8

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Service Correctionnel du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT” « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

**Vendor/Firm Name and Address —
Raison sociale et adresse du fournisseur/de
l'entrepreneur :**

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: Aftercare Psychological Services Sudury Parole	
Solicitation No. — N° de l'invitation 21470-16-19-2159493	Date: 02-September-2015
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at / à : 14 :00 EDT on / le : 13-October-2015	
F.O.B. — F.A.B. Plant – Usine: Destination: X Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Edward Desormo (Contracting Officer) Correctional Service Canada, Ontario Region P.O. Box 1174, 443 Union Street, Kingston, ON K7L 2R8 Edward.desormo@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 613-536-4959	Fax No. – N° de télécopieur: 613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction: Windsor Parole Office Windsor Ontario	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Revision of Departmental Name
4. Debriefings
5. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Communications – Solicitation Period
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement
4. Insurance

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies
17. Health and Labour Conditions



18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration
21. Privacy
22. Proactive Disclosure of Contracts with Former Public Servants

List of Annexes:

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Security Requirements Checklist
- Annex D – Evaluation Criteria
- Annex E – IT Security Requirement
- Annex F – Insurance Requirements



PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The work is to be performed as detailed under Annex A of the resulting contract clauses.

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, certifications, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

3. Communications – Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B - Proposed Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.3 The rates specified in the financial proposal, when quoted by the Bidder, must include provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
 - a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution and/or community site indicated under 3. Objective.
 - b. travel between the successful bidder's place of business and the Institution and/or community site; and
 - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- 1.4 The rates specified in the financial proposal, when quoted by the bidder, must not include the cost of the supplies and equipment required to provide health services to CSC offenders (see Annex A, statement of work, article 14. Support to Contractor).
- 1.5 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 1.6 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price - Bid

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment**.

2. Basis of Selection

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in **Part 6 - Resulting Contract Clauses**;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (d) the Bidder's proposed location of work performance and documents regarding must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of the proposed site(s) or premises of work performance and documents regarding as indicated in Part 3 – Section IV Additional Information.



- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

4. Insurance Requirements

- 4.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.
- 4.2 If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.2 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012 – 2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** () **NO** () .

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.



1.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

1.4 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.5 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

1.6 Rate Certification

The Bidder certifies that the rates proposed:

- a. are not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. do not include any provision for discounts to selling agents.

1.7 Licensing Certification

a. License to Practice

The Contractor must have current registration - in good standing - for Autonomous Practice of Psychology by a Provincial Registering/ Licensing Body in the province(s) of practice.

The Contractor must provide a copy of their license and/or registration to the Contracting Authority annually for the duration of the contract and when requested to do so.

b. Competency to Practice

The proposed psychologist must declare any past complaints upheld by the licensing body, any pending complaints, and any restrictions imposed by the licensing body, affecting the proposed psychologist's ability to provide psychological services to offenders, as follows (the proposed



psychologist must check off box i. or box ii. below and provide details of complaints and/or restrictions if applicable):

- i. There are no past complaints upheld by the licensing body, pending complaints, or restrictions imposed by the licensing body against the proposed psychologist in any area of professional conduct, and that his/her licence to practice psychology has no restrictions;

OR

- ii. There are past complaints upheld by the licensing body, pending complaints, and/or restrictions imposed by the licensing body against the proposed psychologist. Details of the complaints (upheld and current) and/or restrictions are provided below in detail:

CSC will review the Competency to Practice certification including any declared issues that may call into question the proposed psychologist's competency, and/or restrictions imposed by the licensing body against the proposed psychologist. CSC may, at its sole discretion, declare a bid non-responsive according to the nature of the issues and/or restrictions described in this certification.



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at **Annex D**;
 - (b) Industrial Security Manual (Latest Edition).

2. Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract’, will form part of the Contract.

3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.



3.3 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from January 1, 2016 to December 31, 2016 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three(3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 90 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced, for administrative purposes only, through a contract amendment.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edward Desormo
Title: Regional Contracting Officer
Correctional Service Canada
Branch/Directorate: Contracting and Material services
Telephone: (613) 536-4959
Facsimile: (613)-536-4571
E-mail address: edward.desormo@csc-scc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Dr. Gosia Knap
Title: District Chief Psychology
Correctional Service Canada
Branch/Directorate: Greater Ontario and Nunavet District
Telephone: (613) 634-0843
Facsimile: (613) 634-0401
E-mail address: gosia.knap@csc-scc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____-_____
Facsimile: _____-_____
E-mail address: _____



6. Payment

6.1 Basis of Payment

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ .
Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.4 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.



7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.1 Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

- a. Psychology Services Invoice Format

All invoices must include the following as a minimum:

Name of Contractor
Registration/License Number
Contract Number
Date(s) of Service
Date of Invoice
Total billable hours
Total fees

- b. Contract Service Tracking and Invoicing Spreadsheet (institutions and community sites):
Invoices for Psychology Services provided in an institution or community site must be accompanied by the Contract Service Tracking and Invoicing Spreadsheet. Invoices and Contract Service Tracking and Invoicing Spreadsheets must be submitted as two separate documents as the Contract Service Tracking and Invoicing Spreadsheet contains offender names and must be treated as confidential. Both documents must be signed by the Contractor before invoices can be processed. The Project Authority will supply the Contract Service Tracking and Invoicing Spreadsheet at the beginning of the contract.
- d. For services provided in a Treatment Centre, the Contractor is not required to submit the Contract Service Tracking and Invoicing Spreadsheet with Invoices.



8. Certifications

8.1 Certification of Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

10. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
- (c) the General Conditions 2010B (2014-03-01) Professional Services (Medium Complexity)
- (d) Annex A, Statement of Work (OR) Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Criteria;
- (h) Annex E, IT Security Requirement;
- (i) Annex F, Insurance Requirements;
- (j) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance Requirements

12.1 The Contractor must comply with the insurance requirements specified in Annex F Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

12.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

12.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer



licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Ownership Control

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:

- (a) 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).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) 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.
- (d) 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.

14. Closure of Government Facilities

14.1 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.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

15.1 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.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

16.1 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.

16.2 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.



16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

17.1 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.

17.2 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.

17.3 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.

17.4 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."

18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.



20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

21. Privacy

21.1 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.

21.2 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.

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



ANNEX A - Statement of Work

1. Introduction:

- 1.1 The Correctional Service of Canada (CSC) Health Services require the services of a psychologist for Aftercare Psychology Services at Windsor Parole Office in the Greater Ontario and Nunavut District.

The psychologist will provide psychological assessment and/or treatment services to offenders and collaborate with the interdisciplinary health services team that includes, but is not limited to nursing, psychology, social work, occupational therapy and other allied healthcare professionals. Collaboration with the case management team is also essential and in community sites, the treatment/supervision team also includes the Parole Officer Supervisor, Parole Officer, and the CSC staff psychologist and/or the Project Authority.

2. Background:

- 2.1 CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), to "provide every offender with essential health care and reasonable access to non essential mental health care".
- 2.2 The Commissioner's Directives 800 series are the key references on essential health services covering Clinical services, mental health and public health services.
- 2.3 The mission of Health Services is to provide offenders with efficient and effective health services that **encourage individual responsibility, promote healthy reintegration and contribute to safe communities.**
- 2.4 Consistent with its transformation agenda, CSC recognizes that health outcomes are a shared responsibility between service providers and offenders. Offenders must be involved in taking responsibility and proactive measures to safeguard their health, which includes mental health.
- 2.5 In institutional settings, Health Services are provided in ambulatory Health Service Centres in institutions, regional hospitals and regional treatment / psychiatric centres. Incarcerated offenders may have to go to the community for emergency services, specialized health care services and for hospitalization that cannot be accommodated in CSC's regional hospitals. In CSC, health care is provided by a wide range of regulated and non-regulated health professionals.
- 2.6 In broad terms health care means medical, dental, mental health care and public health services. During the period of incarceration, offenders are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.

3. Objective:

- 3.1 Provide essential and non-essential mental health and/or psychological assessment or psychological risk assessment services to offenders, as requested by the Project Authority,

The psychologist at the Contractor's business location (professional office) in Windsor Area in the Ontario Region.

3.2 Treatment Orientation

The treatment/counselling orientation utilized by Correctional Service Canada (CSC) is cognitive-behavioural. All psychological treatments offered to offenders by the contractors must be evidence-based with known application to offender populations. The principal focus of treatment will depend on the nature of the referral and the offender's needs. Although the usual objectives of treatment



include the reduction of risk to reoffend, a priority should also be placed on the amelioration of the offender's mental health and emotional or behavioural functioning, including feelings, attitudes, beliefs and behaviours that moderately to severely impact or interfere with daily functioning. The offender's motivation for the index offence (particularly in cases of sexual offenders) should be addressed in this context.

4. Performance standards:

4.1 The Contractor must take into account gender, cultural, religious and linguistic differences and be responsive to the special needs of women and Aboriginal People.

4.2 Quality Assurance of Psychological Services:

- a. The Contractor must provide all services in compliance with federal and provincial legislation and standards, provincial and national guidelines, practice standards and CSC Policy/Guidelines including the CSC Mental Health Policy and guidelines.
- b. The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable provincial regulatory body, the Canadian Code of Ethics for Psychologists and relevant legislation guiding the practice of Psychology within correctional settings.
- c. The Contractor is expected to consult with the Project Authority to ensure that all psychological practices are consistent with the relevant and most current legislation, practice standards and policies.
- d. On a yearly basis or as determined by the Project Authority, the Project Authority or designate will review a sample of reports to determine if they meet CSC and professional standards for psychological reports. If a report is judged to be substandard, the Contractor must amend the report as requested at no extra cost to the Crown. The amendment must be completed and the amended report submitted to the Project Authority within one (1) week following the date when the amendment was requested.
- e. Timeliness of the submission of all reports will be monitored on an ongoing basis by the Project Authority. Timeliness will form part of the assessment of the Contractor's work.

4.3 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at www.CSC-SCC.GC.ca or available in hard copy.

- Corrections and Conditional Release Act - Section 85 Health Care
- Corrections and Conditional Release Regulations – Section 3
- Commissioner's Directive 060 – Code of Discipline
- Commissioner's Directive 800, Health Services
- Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
- National Essential Health Services Framework
- National Formulary
- Documentation for Health Services Professionals
- Guidelines for Sharing Personal Health Information
- Discharge Planning Guidelines: A Client Centred Approach
- Clinical Discharge Planning and Community Integration Service Guidelines
- Institutional Mental Health Services (Primary Care) Guidelines
- Community Mental Health Services Guidelines
- Forensic Psychology: Policy and Practice in Corrections (1996) (To be provided by the Project Authority at contract award).
- Excerpts from the on-line CSC Psychology Manual, as judged appropriate by the Project Authority



responsible for Quality assurance of the Contractor's work

4.4 Documentation on CSC health care records:

- a. The Contractor must document all information relevant to the mental health services provided in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.

Security requirements:

4.4.1 CSC encrypted laptop: *the Contractor will have to obtain a Designated Organization Screening, document safeguarding and personnel security clearance(s).*

4.6 Limits of Confidentiality

- a. Most psychological reports will be available to anyone with access to the Offender Management System (OMS), on a need to know basis. As the limits of confidentiality are broad, policy, before interviewing the offender, the Contractor must ensure that the limits to confidentiality have been communicated and that the offender has consented - in writing - to the assessment and/or counselling process.
- b. In community settings, the Contractor must advise offenders 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 to the Contractor.
- c. Contractors must use CSC Form 4000-18: Consent to Participate In / Receive Health Services for all cases and ensure that the form, signed by the offender and a witness, is included with all reports. (The Project Authority will supply copies of this form to the Contractor upon request). The Contractor must document the consent process in all reports by the Contractor.
- d. Relative to the assessment of risk, in the event that the offender refuses to provide consent, the Project Authority may request that Contractor complete the risk assessment process using all available information.

4.7 Information Sharing – Psychology Reports

- a. Unless pre-arranged with the Project Authority, the Contractor must share all reports that are written for Case Management purposes (including for the Parole Board of Canada) and/or those that contribute to decision-making with the offender by the author of the report. Correctional Service Canada policy specifies that the author and offender sign and date the report at the time that the report is shared. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the Project Authority, CSC will assume the information sharing and offender signature responsibility.
- b. In community settings, should the "wait for the offender's signature" compromise the timeliness of the report, the Contractor may forward a dated, hard copy of the report with only the Contractor's signature, provided that a hard copy, signed and dated by both the offender and the Contractor is submitted as soon as possible. In the event that the offender is temporarily detained, unlawfully at large, or has had his/her parole revoked, the Project Authority will assume the information sharing and offender signature responsibility. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the Project Authority, CSC will assume the information sharing and offender signature responsibility.
- c. The Contractor must submit all reports in type written format. The Contractor must send a signed hard copy of reports along with an electronic copy on an encrypted USB stick (Microsoft Word compatible) or



via an encrypted e-mail to Correctional Service Canada staff designated by the Project Authority. Electronic copies are required for uploading to the OMS.

- d. Completed psychological reports are to be signed by the Contractor, a psychologist registered for autonomous practice with adults in the province of practice. The Contractor assumes all responsibility for report content.
- e. If amendments to reports are requested by the Project Authority, the Contractor will respond to these requests and make amendments to the report as necessary within one (1) week of notification. If the request for an amendment originates with the offender, the institution will facilitate contact between the offender and the Contractor by phone as necessary. However, should the Project Authority determine that the situation requires direct intervention by the Contractor, the Contractor will arrange to interview the offender in person at the institution.

4.7 Handling and Safeguarding CSC Sensitive or Protected Information

Security requirements:

- a. For Services Provided at the Contractor's Place of Business

4.8 CSC encrypted laptop

With the prior approval of the Project Authority, the Contractor may be allowed to produce or store sensitive or protected information or data, including paper copies of original reports (see article 3 above), at his/her business location and on the CSC encrypted laptop provided by the Project Authority.

The contractor must use only the CSC encrypted laptop to produce or store CSC protected or classified information or data. The contractor must not produce or store CSC protected or classified information or data on its own IT systems.

The Contractor must ensure that any CSC information and/or documents in his/her keeping are handled, transported and stored in accordance with the security and protection of personal information requirements of the contract.

5. Tasks:

5.1 The Contractor must provide mental health services to offenders, as requested by the Project Authority, in accordance with the National Essential Health Services Framework including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.

These services include, but are not limited to the following:

- a. Participate in meetings as a consultant including case conferences, the Interdisciplinary Mental Health Team or the Correctional Intervention Board and other related activities as requested;
- b. Participate in CSC training, including orientation to CSC and CSC's risk assessment requirements as requested;
- c. Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested; and
- d. Prepare and submit psychological assessment and other reports as requested by the Project Authority.



5.2 Psychological Risk Assessment Services:

- a. The Contractor must perform and submit psychological risk assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada;
- b. Dates and times for offender interviews will be set by mutual agreement between the Project Authority and the Contractor;
- c. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure – see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive psychological risk assessment report;
- d. The Contractor must provide the Project Authority and designates with all original test data;
- e. The Contractor must use the file-based Statistical Instrument in Recidivism – Revised (SIR-R) test results if available on file (the SIR-R does not apply to Aboriginal and Women offenders), at least one other clinician rated actuarial measure measuring risk and needs that has been shown to be reliable and valid for use with offender populations according to published work, as well as measures of personality and intellectual functioning. The Contractor must interpret all tests in a standardized manner with the use of norms supplied by the test publisher and/or author only. Placement of percentiles tests scores in reports is acceptable when deemed necessary by the Contractor, as part of the standardized test reporting process, or when requested by the Project Authority. Reports must not contain raw test scores under any circumstances;
- f. In the event that the Contractor negotiates with a particular site to have CSC staff administer self-report measures including those assessing personality and intellectual functioning, or to have them provide recent relevant scores from in-house test administration, and thus does not administer these tests, the Contractor shall apply a discount of 5 % per assessment, for each relevant case.
- g. Psychological Risk Assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
 - i. **Demographic information:** Full name, age, date of birth, FPS number and ethnicity if relevant;
 - ii. **Reason for Referral:** Specific referral criteria, source and date of referral, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
 - iii. **Interview Information:** Date(s) seen, location of interview and the length of the interview(s);
 - iv. **Documentation Reviewed:** Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author;
 - v. **Brief Criminal History:** A one to two paragraph synopsis of the criminal history, making reference to key files and documents. Include a brief overview/description of current offenses (official and offender versions; if they differ, otherwise indicate whether offender accepts official version), victim impact statements (if available), patterns/dynamics involved in or influencing criminal and/or offending behaviour(s) and the offender's understanding of these dynamics/patterns;
 - vi. **Institutional and/or Community Adjustment:** A one to two paragraph synopsis of institutional and/or community adjustment, making note of a reference to the files for the interested reader should detailed information be required. Includes as applicable



adjustment to the prison setting (e.g., relationships with peers, program involvement, misconducts, etc.) and adjustment/functioning in the community (e.g., employment, supports, programming, suspensions, etc.).

- vii. **Brief Psychosocial History:** Provide the elements of the history which contribute to the analysis of risk. Include, as applicable, a brief overview of family, marital, school, employment, psychiatric/mental health, substance abuse, behavioural and adjustment problems, medical injuries and impairments. Given the need for brevity, the focus should be on elements directly relating to risk while making note of a reference to the files for the interested reader can access should more detailed information be required.
- viii. **Interview Impressions/Mental Health:** Comment on presentation during interview, current mental and emotional functioning, a brief overview of mental health history, including history of self-harm (if applicable) as well as an assessment of self-harm risk and management strategies (if applicable) and any circumstances that would increase this risk. Management strategies for other mental health issues should be provided as applicable.
- ix. **Summary of Previous Assessments:** : A brief summary of findings of previous psychological and/or psychiatric risk assessment reports with a focus on patterns of and antecedents of crime (dynamic and static risk factors), and offence dynamics and the offender's understanding of these dynamics.
- x. **Cognitive Functioning and Personality:** A brief synopsis of psychological tests administered and their validity, interpretation, and diagnosis where appropriate and applicable.
- xi. **Treatment Needs/Responsivity:** Identify treatment needs areas specifically related to the offender's risk, areas of strengths as well as the relationship between risk and need. The type and intensity of intervention required, prioritization of treatment needs, special needs with respect to treatment delivery, and responsivity factors should be described. This typically involves consideration of issues such as age, ethnicity, cognitive deficits and/or learning style, interpersonal style, mental health, motivation and prior treatment experiences as applicable. The Contractor should also document indicators/examples of behavioural and attitudinal changes since incarceration in both positive and negative directions as applicable.
- xii. **Assessment of Risk, Risk Management Strategies and Recommendations:** The results of the actuarial measures (both static and dynamic) used in the current assessment must be summarized in this section and must include an overall statement of risk that is congruent with guidelines or a current manual (if applicable) and empirical data associated with the tool(s) that was used. Reporting of percentile scores is acceptable while reporting of raw scores in the report is not acceptable under any circumstances. If applicable, an explanation should be given of any significant variance between the current results and those reported in earlier reports. This section of the report should also include an opinion on how risk could be best managed. This should reflect both actuarial and clinical factors, identification of risk factors and protective factors, assessment of institutional and community risk issues, and case-specific risk management strategies, including critical aspects of a relapse prevention plan, if applicable, and referrals to correctional programs, psychiatry, training programs, etc.

The offender's ability to function in reduced security and/or on conditional release (including, but not limited to Statutory Release) should be considered, recognizing not only his/her personal needs, but also the community's safety.

The Contractor should comment on ongoing treatment needs, whether special conditions such as abstinence from drugs or alcohol would be required, or any special residential, outpatient or other welfare needs that should be met in preparation for release or as a part of reintegration.

If the offender's behaviour begins to deteriorate, the Contractor should render an opinion on what would be the kinds of situations within the community to which the offender would become most vulnerable. As well, if the offender is on medication, the Contractor should advise what would be the likely early signs of the offender's failure to maintain to medication as prescribed



and what would be the general, early signs of deterioration in conduct and whether or not this might indicate a drift back into criminal behavior;

xiii. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.

h. The Contractor must only make recommendations for mental health counselling in instances where the offender is at acute risk of self-harm or harm to others, where there is a clear need for such counselling to assist the offender in maintaining mental and emotional stability or as it pertains to criminogenic factors and risk. Recommendations for counselling should be generic as to the practitioner who will be providing the service and for community release cases must take into account the offender's motivation (i.e., motivated offenders will not need this as a condition of parole). Should it be felt that mental health counselling must be a condition of parole, it must be established in the report that:

- i. The offender needs such counselling for safe reintegration; and
 - ii. It is necessary to impose such a condition to ensure that the offender participates.
- All recommendations for counselling must include the reason for the need for this service, the goals, and comments on the possible duration;

i. The Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.

The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.

- k. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- l. The Contractor must submit completed reports to the Project Authority or designate no later than four (4) weeks from the date of referral. The Contractor must share the completed report with the offender no later than 2 weeks after initially interviewing the offender. Upon request of the Contractor, and at the sole discretion of the Project Authority, either or both of these deadlines can be extended for a period not exceeding four (4) weeks.
- m. The CSC Mental Health Department will enter finalized psychological risk assessment reports into OMS, and ensure that a copy has been share-printed to the Parole Board of Canada.
- n. If requested by the Project Authority or designates, the Contractor must submit a completed emergency risk assessment no later than five (5) business days from the date of referral.
- o. CSC is required to complete Judicial Review Risk Assessments for some offenders. At the request of the Project Authority, the Contractor must complete a Judicial Review Risk Assessment and assume any future court costs related to the case assessed.

5.5 Mental Health Counselling and/or Assessment Process in Community Sites

- a. Upon receipt of a referral to perform an evaluation for treatment, the Contractor is authorized a maximum of three (3) billable hours for an assessment to determine the offender's suitability for treatment. This three hour maximum is to cover a file review, an assessment interview(s) with the offender, and the time required to prepare a brief Treatment Plan report specific to the individual offender.;



- b. The Treatment Plan must include the following as a minimum:
- i. Tombstone Data;
 - ii. Relevant Background;
 - iii. Offender Presentation;
 - iv. Current Mental Health Status;
 - v. Recommendations to Manage Risk for Self Harm (if applicable);
 - vi. Current Treatment Objectives;
 - vii. Longer Term Treatment Objectives;
 - viii. Current Risk Status (static/dynamic/actuarial/risk to staff (if applicable)); and
 - ix. Risk Management Recommendations.
- c. The Contractor must respond to a routine referral within ten (10) working days; the Contractor must respond to an urgent referral within five (5) working days. The Project Authority will advise the contractor when a referral is urgent. If treatment is not appropriate, the Contractor must send a signed letter summarizing the assessment and briefly outlining the reasons why treatment is not appropriate. The Contractor must submit this signed letter no later than three (3) weeks after the first Evaluation for Treatment Session.
- This letter is billable up to a maximum of one (1) billable hour.
- d. Upon submission of a Treatment Plan, the Project Authority or designate will authorize Contractor to proceed with a maximum of up to eight (8) treatment sessions. After the eighth (8th) session, the Contractor must submit an interim treatment report on the offender's status to communicate to the Case Management Team an updated evaluation of the offender's current emotional/behavioural status, including a brief assessment of risk to reoffend (outlining static and dynamic risk factors), and the offender's progress toward the current treatment objectives. The Contractor must submit interim treatment reports in writing after every eighth (8th) session or every four (4) months, whichever is sooner;
- e. Prior to the last authorized session (the 8th session if eight sessions were authorized), the Contractor must contact the Project Authority and seek authorization for an additional eight (8) sessions, if applicable, when submitting the interim report. The Project Authority, Case Management and mental health staff (if available) will review submitted case documentation and make a decision whether to continue treatment on the basis of all input in consultation with the Project Authority. At the discretion of the Project Authority, the Contractor may attend via teleconference where feasible. Barring operational difficulties, if there is a supportive assessment and the Contractor believes it appropriate, the Project Authority may authorize further treatment. The decision to continue treatment will be based on clinical and risk factors, but the final decision remains with the Project Authority. Each subsequent block of eight (8) treatment sessions (maximum) will be preceded by mandatory contact from the Contractor notifying that the eight (8) sessions have been reached. Then a formal or informal case review will be carried out prior to further treatment authorization being given by the Project Authority or designate. To avoid disruption in service, the Project Authority or designate may provide treatment authorization via fax. Unauthorized treatment sessions will not be remunerated.
- These case reviews are billable at a maximum of one (1) billable hour;
- f. At the Project Authority's or designate's request, the Contractor must provide feedback and consultation to the Parole Officer, Parole Officer Supervisor or the Mental Health Team via brief informal telephone contact, case review meetings, or individual case conferences.
- Brief informal telephone contacts are not billable;
- g. In addition to the Case Review, circumstances may demand that a case conference be held. The Project Authority will decide whether a formal or informal case conference will be held, and will advise the Contractor. A case conference may be held with or without the offender being present, as determined by the Case Management and Mental Health Teams, in consultation with the Contractor. A case conference will involve the Contractor, Parole Officer, Parole Officer Supervisor, Project Authority and/or the Mental Health team. Upon prior approval by the Project Authority, the Case Management Team will be responsible for scheduling the case conference. Formal case conferences will be billed at a maximum of one (1) billable hour. Informal case conferences, defined as those via brief telephone contact that are fifteen (15) minutes or less, are not billable; otherwise they are billable to a maximum of one (1) hour;
- h. The Contractor must immediately notify by direct contact, by telephone or by fax, the CSC staff responsible for the offender (this can vary by region, but includes the Parole Officer, the Parole Officer Supervisor, the Project Authority, or the Chief Psychologist, 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 suicidal behaviors. If immediate notification is made by telephone, the Contractor must follow up within twenty-four (24) hours by faxing written notification to the Parole Officer using the Psychological Counseling: Communication Form found in Attachment 1. This service is not billable.

- i. Occasionally, the Project Authority or designate may request that the Contractor produce a special report (e.g., an updated assessment of risk or any new relevant information) for Case Management or Parole Board of Canada purposes. These reports should be based on an interview(s) with the offender, a file review, and consultation with CSC personnel regarding the offenders' behaviour as requested. The specific tests used and/or administered by the Contractor must include the file based General Statistical Instrument in Recidivism - Revised (GSIR-R) (this does not apply to Aboriginal and Women offenders), and upon request of the Project Authority at least one other clinician rated actuarial measure measuring risk and needs that has been shown to be reliable and valid for use with offender populations according to published work. The Contractor must also provide an estimate of dynamic risk in all special reports. When a clinician rated instrument and/or other psychometric instruments are used, these reports are billable to a maximum of four (4) billable hours. When no clinical rated instrument or other psychometric instruments are used and only GSIR-R is interpreted along with an estimate of dynamic risk, these reports are billable to a maximum of two (2) hours. Any testing/assessment not authorized in advance will not be remunerated. Unless pre-arranged with the Project Authority, these reports are due with four (4) weeks after the interview date of the offender. In some instances, reports may be requested sooner from the contractor, but this will be done on mutual consent;
- j. On termination of treatment (including, but not limited to formal discharge, transfer to another District, revocation, etc.) the Contractor must submit a Final Treatment Report within ten (10) working days after the offender is discharged. In the case of an offender completing his sentence, the Final Treatment Report must be submitted within five (5) working days prior to the Warrant Expiry Date. The Final Treatment Report is billable up to a maximum of one (1) billable hour;
- k. Termination of treatment may occur at any time the Contractor deems that the offender is not benefiting from counseling. The Contractor may recommend discharging the offender after consulting with the Project Authority, Community Chief Psychologist, other delegated psychologist / Parole Officer Supervisor. Upon approval by the Project Authority or designate of the termination of treatment, the Contractor must complete a Final Treatment Report within two (2) weeks of the termination date;
- l. 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, the Contractor may recommend additional testing to complete the Assessment for Treatment. The Project Authority must authorize any additional testing in writing before the Contractor proceeds. The Contractor must submit to a brief treatment rationale for the testing, list naming the tests to be administered, and the total cost preparing a vocational, educational, and/or other psychological assessment the Project Authority. Any testing/assessment not authorized in advance will not be remunerated. These reports will be billable as Special Reports and have a maximum of four (4) billable hours allowable in total and are due with four (4) weeks of referral unless otherwise requested and/or arranged with the Project Authority;
- m. If an offender fails to attend a scheduled appointment without giving 24 hours notice, the Contractor must report the occurrence by fax or encrypted e-mail (see attachment 2 - Missed Appointment Form) within one (1) business day of the missed appointment. Should the offender display a pattern of cancelling more than one appointment, the Contractor must report this pattern to the Project Authority within five (5) days of the second rescheduled appointment. The Contractor can bill a fee of fifty (50) percent of a billable hour for the first missed appointment. For the second missed appointment, the Contractor can bill a fee of twenty-five (25) percent of a billable hour. The third missed appointment is not billable. The Contractor must notify the Project Authority of the missed appointment(s) within one (1) business day in order to request any compensation for missed appointments.
- n. The Contractor must maintain individualized attendance sheets (see attachment 2 - Psychological Counseling - Offender Attendance Confirmation Sheet) for all of his/her cases. Invoices must be accompanied by signed attendance sheets.

5.6 Continuity of services:



The Contractor must provide a backup resource to ensure continuity of services if the Contractor is unable to provide services in person due to, but not limited to, vacation or prolonged illness (illness of more than five (5) days). The backup resource should be identified in the initial contract submission or within three (3) months after the awarding of the contract. Any backup resource must have the qualifications and experience needed to meet the criteria used to select the Contractor and must be acceptable to CSC. The backup resource must also possess a valid security clearance in accordance with the contract's security requirements.

5.7 Subcontracting

- a. At the discretion of the Project Authority and upon his/her prior approval, the Contractor may use subcontractors to provide services described in this statement of work. The Contractor must provide a current resume for any proposed subcontractor. The Project Authority will review the resume and decide, at his/her sole discretion, whether the subcontractor is acceptable to CSC. Any subcontractor must meet the security requirements of the contract. Subcontractors are not to perform any work until the Project Authority's has granted his/her approval.
- b. Any subcontractors must sign reports and will be responsible for their contents. All reports prepared by a subcontractor, including students or trainees, will be countersigned by the registered psychologist named in the contract.
- c. Any of the Contractor's personnel not delivering direct services but with access to Correctional Service Canada documentation must meet the security requirements of the contract prior to handling the material.

5.8 Location of Work

- a. The Contractor must provide mental health care to offenders on-site at the Contractor's business location (professional office) mentioned under section 3. Objective.

b. Telepsychology by Videoconferencing

The Contractor must provide Telepsychology sessions (psychology services by videoconference) to offenders if qualified and experienced, as requested and approved by the Project Authority. The Contractor must contact the Project Authority to obtain written approval prior to any work being done via videoconference. The Project Authority will grant approval, at his/her sole discretion, on a site-by-site basis. The Contractor must also provide a summary of any work being done via videoconference to the Project Authority.

Videoconferencing may be used up to a maximum of 25% for this contract.

6. Grievance and Investigation Processes, Review Panels, CSC Boards of Investigations:

- 6.1 The Contractor must participate in various CSC internal offender grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor may have to undergo interviews as a result of an offender grievance/investigation process. Participation in interviews as part of a grievance/investigation process will be billable at the hourly rate up to a maximum of one (1) billable hour per interview.
- 6.2 At the request of the Project Authority, the Contractor must participate in CSC Boards of Investigation. Participation in Boards of Investigation will be billable at the hourly rate up to a maximum of one (1) billable hour per meeting.

7. Notification Requirements:



- 7.1 The Contractor must notify the Project Authority of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide psychological services.
- 7.2 The Contractor must notify the Project Authority immediately of any complaints lodged against the Contractor.

8. Security:

- 8.1 All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Project Authority and CSC Security in advance.

8.2 **Contraband:** The Contractor shall ensure that all resources (including the Contractor and any subcontractors and backups) directly or indirectly providing services under this contract are familiar with Corrections and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 Code of Discipline.

The Contractor, and any subcontractor and backup resources provided by the Contractor, must not enter into any personal or work relationship with an offender. The Contractor, and or any subcontractor and backup resources provided by the Contractor must not give or receive any items to/from an offender. Such items may include, but are not restricted to the following: cigarettes, toiletry items, hobby items, drugs, alcohol, letters to or from offenders, money, weapons or items which could be used as weapons. Any person(s) found responsible for providing prohibited objects and/or contraband materials to offenders will be subject to immediate removal from the Institution or the Community Site and/or possible criminal charges. Such violations may lead to Canada terminating the Contract for default pursuant to the default provisions of the Contract.

- 8.3 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on offender activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

9. Language of work:

- 9.1 Language of work shall be English.

10. Hours of Service Provision/Timely Access to Care:

10.1 Services shall normally be provided at a CSC Community Parole Office or at the Contractor's place of business (professional office) that must be accessible by public transit. Clinics will be held in the contractors professional office in the community, up to a maximum of 200 hours per year. The Contractor must 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.

10.2 The Project Authority may, at his/her discretion, change the hours of service provision during the course of the contract, including any options if and when exercised by CSC.

10.3 The Project Authority will notify the Contractor of any changes to the hours of service provision a minimum of two (2) weeks prior to implementation of the change.

11. Meetings:

- 11.1 At the discretion of the Project Authority, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.



11.2 At the request of the Project Authority, the Contractor may be required to attend meetings in person at Ontario Regional Headquarters. At the sole discretion of the Project Authority, other arrangements will be made (e.g., video or teleconference) for the Contractor to participate in Regional Headquarters meetings.

11.3 The Contractor must attend Institutional and Community Health Services team meetings when requested by the Project Authority.

12. Reporting Requirements:

12.1 At the request of the Project Authority, the Contractor must produce or contribute to regional reporting and any other tracking and reporting processes.

13. Constraints:

13.1 Confidentiality:

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the mental health services provided to CSC. The Contractor must advise the Project Authority immediately if he/she has been contacted by the media concerning mental health services provided to CSC.

14. Support to the Contractor:

14.1 CSC will provide the supplies and equipment required for psychological services to offenders, as determined and approved by the Project Authority and as applicable to the location(s) where services are provided.



**ATTACHMENT 1
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 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:



ATTACHMENT 2 - PSYCHOLOGICAL COUNSELLING - OFFENDER ATTENDANCE CONFIRMATION SHEET

Offender Name: **FPS:** **DOB:** **WED:**

Contractor Name:

Please fill in table below for every counseling session

Date	Offender Signature	Date	Contractor Signature
_____	_____	_____	_____
_____	_____	_____	_____



ATTACHMENT 3 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: _____



ANNEX B – Proposed Basis of Payment

ANNEX B - Proposed Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

1.0 Contract Period (From January 1, 2016 to December 31, 2016)

1.1 Professional Fees

For the provision of services the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST or GST extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		A	B	C= A x B
1.1	Professional Risk Assessments		Maximum 200 hours per year	

2.0 Option(s) to Extend the Term of the Contract

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract and 4.3 Option to Extend – Transition Period, the all-inclusive hourly rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

$$\text{Adjusted rate} = \text{all-inclusive hourly rate} + (\text{firm all-inclusive hourly rate} \times \% \text{ CPI increase for previous calendar year})$$

The Contractor shall be paid the resulting adjusted firm all inclusive hourly rates, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

2.1 Option Period 1 (From January 1, 2017 to December 31, 2017)

2.1.1 Professional Fees

For the provision of services the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST or GST extra.



	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		A	B	C= A x B
2.1.1	Psychological Risk Assessments		Maximum 200 hours per year	

2.2 Option Period 2 (From January 1, 2018 to December 31, 2018)

2.2.1 Professional Fees

For the provision of services the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST or GST extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		A	B	C= A x B
3.1.1	Psychological Risk Assessments		Maximum 200 hours per year	

2.3 Option Period 3 (From January 1, 2019 to December 31, 2019)

2.3.1 Professional Fees

For the provision of services the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST or GST extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		A	B	C= A x B
4.1.1	Psychological Risk Assessments		Maximum 200 hours per year	



3.0 Cost Reimbursable Expenses

3.1 Canada will not accept any travel and living expenses for:

- a. Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
- b. Any travel between the Contractor's place of business and the Institution; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

4.0 HST or GST

- 4.1 All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 4.2 The estimated HST or GST of \$_____ (to be completed at contract award) is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.



ANNEX C - SRCL

RECEIVED 298 00 1004



Gouvernement du Canada

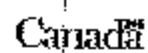
Contract Number / Numéro du contrat: 21470-16-13-2157443
Security Class: de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form containing questions 1-7 regarding supplier information, access to classified goods, technical data, and information classification levels.

108001 300-93(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Control Number / Numéro du contrat
 71470-16-19-2159473
 Security Classif: _____ de sécurité

PART A (continued) / PARTIE A (suite)

1. Will the information be accessible to PROTECTED and/or CLASSIFIED information sources?
 Le document sera-t-il accessible à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
 If Yes, indicate the level of sensitivity: _____
 Si Oui, indiquez le niveau de sensibilité: _____

2. Will the information be accessible to EXCLUDED information sources?
 Le document sera-t-il accessible à des renseignements ou à des biens EXCLUSÉS de nature extrajuridictionnelle?
 No Yes
 Non Oui

State title(s) of file(s) / Titre(s) assigné(s) au contrat: _____
 Document Number / Numéro du document: _____

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RFI SECURITY - A/RIS COTE DE RABUITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET HQS SECRET
<input type="checkbox"/> TOP SECRET - SENSITIVE TRQS SECRET - SENSIT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRQS SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS	Special comments: Commentaires spéciaux: _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont indiqués, un guide de classification de la sécurité doit être fourni.

10. b) May unescorted personnel be used for portions of the work?
 Des personnes sans autorisation pourront-elles travailler sur des parties du travail?
 If Yes, will unescorted personnel be searched?
 Dem. la recherche de personnes non autorisées sera-t-elle effectuée?
 No Yes
 Non Oui

PART C - SUPPLIERS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'emmagasiner sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
 No Yes
 Non Oui

11. b) Will the supplier be required to safeguard CONFIDENTIAL information or assets?
 Le fournisseur sera-t-il tenu de protéger les renseignements ou des biens CONFIDENTIÉS?
 No Yes
 Non Oui

PRODUCTION

11. c) Will the producer (supplier or user) (print and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Est-ce que les biens ou les équipements seront créés à la production (impression et/ou modification) de matériel PROTÉGÉS et/ou CLASSIFIÉS?
 No Yes
 Non Oui

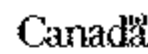
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
 No Yes
 Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Existe-t-il un lien électronique entre les systèmes informatiques du fournisseur et ceux d'un ministère ou d'une agence gouvernementale?
 No Yes
 Non Oui

CSG/SOT 350-103(2004/12)

Security Classification / Classification de la sécurité





Government of Canada / Gouvernement du Canada

Contract number / Numéro du contrat

21420-16-09-215949

Security Classification / Classification de sécurité

PART C - (Continuation of Part B - Réponse)

For help in completing this form, regularly use the summary chart below to indicate the category(ies) and level(s) of recording required at the supplier's site(s) or premises.

Les utilisateurs qui complètent le formulaire doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sécurité requis aux installations du fournisseur.

If this form is completed online (via the Intsmag), the summary chart is automatically completed by your response to previous questions. Dans le cas des utilisateurs qui complètent le formulaire en ligne (par le Intsmag), les réponses aux questions précédentes sont automatiquement insérées dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

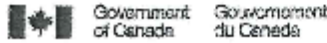
Table with columns: Category, Information, Classification, and various security levels (SECRET, CONFIDENTIAL, etc.).

12. Is the description of the work contained within this SECRET PROTECTED or/and CLASSIFIED?
12. La description du travail visé par le présent formulaire est-elle PROTÉGÉE et/ou CLASSIFIÉE?
13. Is the documentation attached to this SECRET, PROTECTED or/and CLASSIFIED?
13. La documentation associée à la présente LVE est-elle PROTÉGÉE et/ou CLASSIFIÉE?

SECRET 250 2004/12

Security Classification / Classification de sécurité





Contract Number / Numéro de contrat 21470-16-19-2159493
Security Cases / Affaires de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization / Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres majuscules) DR. GOSIA KNAP		Title - Titre DISTRICT CHIEF PSYCHOLOGIST	Signature
Telephone No. - N° de téléphone 613-634-0843	Facsimile No. - N° de télécopieur 613-634-0401	E-mail address - Adresse courriel KNAPGA@CSC-SCC.GC.CA	Date 2015-03-12
14. Organization - Service Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres majuscules) CSC (INHQ) Contract Security Analyst		Title - Titre (T) 613-944-6665 / (F) 613-947-4438	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date APR - 1 2015
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
16. Procurement			
Name (print) - Nom David Bantrop Procurement Telephone No. - N° de téléphone 613-944-8216 / 613-938-4571 David.Bantrop@CSC-SCC.GC.CA		Signature 	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres majuscules) KARIN MATHAN		Title - Titre CONTRACT SECURITY OFFICER	Signature
Telephone No. - N° de téléphone 613-952-9684	Facsimile No. - N° de télécopieur 613-948-1712	E-mail address - Adresse courriel KARIN.MATHAN@CSC-SCC.GC.CA	Date APR 24/15



Annex D Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



MANDATORY TECHNICAL CRITERIA –21470-16-19-2145573

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The proposed psychologist must hold a current license in good standing from the provincial licensing body for psychologists in the province(s) where services are to be provided.		
M2	Bidders must provide a copy of the license with their bid.		
M3	The proposed psychologist must have at least two (2) years experience in clinical psychology and/or counseling psychology over the past five (5) years.		
M4	<p>a.)The proposed must have completed a minimum of ten- (10) psychological risk assessments within the last five (5) years.</p> <p>b.)For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum:</p> <ol style="list-style-type: none"> 1. the name and address of the organization for which the risk assessment was performed; 2. the start and end dates of the risk assessment. 3. the name and contact information of the organization’s chief psychologist or administrator who oversaw the risk assessments. 		
M5	The proposed psychologist must have one (1) year of experience in the past five (5) years in assessing complex cases (individuals with dual diagnosis, severe personality disorders with emotional dysregulation, self-injury or self harm history, neurocognitive deficits or other chronic major mental illness.)		
M6	The proposed psychologist must have one (1) year of experience in the last five (5) years in providing differential diagnosis of complex cases and devising prioritized multi-target treatment plans.		



2 Evaluation Procedure

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

.3.2 This 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; and

Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.



Annex E – IT Security Requirements



IT Security Requirements Technical Document

Contract #:	21470-16-19-2159493
Date:	2015-03-27

IT Security Requirements

The following are the IT Security Requirements for the above mentioned contract. They are derived from the [Operational Security Standard: Management of Information Technology Security \(MITS\)](#).

1. Any loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within 2 hours of detection.
2. Any computers used to store and/or process PROTECTED information shall be located in a space that meets the requirements of an Operations Zone as defined in the [Treasury Board's Operational Security Standard on Physical Security](#).
3. If PROTECTED information is stored or processed on portable storage devices such as a USB flash drives, the information must be protected by a strong password and encrypted using a product that meets Government of Canada (GC) encryption standards as defined in [ITSA-11E CSEC Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC](#).
4. When sending PROTECTED information electronically via email or other electronic exchange, it must be protected by a strong password and encrypted using a product or service that meets GC encryption standards as defined in [ITSA-11E CSEC Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC](#).
5. All PROTECTED information in the Contractor's custody shall be stored on physical computers and storage media in their custody and located in Canada only. The use of third-party cloud services (e.g. Google Drive, Dropbox) to store PROTECTED information is prohibited.
6. On all computers used to store and/or process PROTECTED information, current antivirus software must be installed and maintained with the most current virus definitions and signatures.
7. On all computers used to store and/or process PROTECTED information, the Operating System (OS) must be a vendor-supported OS (i.e. current security patches must still be available and the product not have reached end of life) and the most recent OS and applications security patches must be installed and updated with the most current version.
8. On all computers used to store and/or process PROTECTED information, access to the information must be restricted by requiring a unique user account ID and strong password for each user who will access the information or use the computer on which it sits. Computer accounts must not be shared.
9. Security event logging must be enabled and logs kept for a minimum of 1 month.
10. On all computers used to store and/or process PROTECTED information, a password protected screen saver set to 15 minutes or less must be enabled.
11. All computers used to store and/or process PROTECTED information which are also connected to the Internet should reside behind a network router that is securely-configured using industry best practices (e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, filtered access).



IT Security Requirements Technical Document

12. If there is a requirement to service a computer that is used to store and/or process PROTECTED information outside of the Contractor's premises, any hard disk(s) containing PROTECTED information must be removed and secured with the Contractor prior to the computer being removed from the premises.
13. If it has been determined that a computer hard disk used to store and/or process PROTECTED information is no longer serviceable, the hard disk must be surrendered to the Project Authority for destruction.
14. When devices such as a computers hard drives, portable hard drives, USB storage drives and any other devices used to store/process PROTECTED information are no longer required to store/process the information, the information must be securely deleted and the remaining free space on the device securely wiped.
15. When PROTECTED information is being displayed on a computer screen or being viewed in printed format, it must not be viewable by unauthorized persons.
16. If remote access to the contractor's Information System (i.e. computers & storage devices) and the PROTECTED information contained therein is required, the remote access configuration must be securely-configured using industry best practices (e.g. encrypted connection, two-factor authentication, security logging, no split tunnelling, access control lists, remote access software provided by Contractor to employee). Any employees using the remote access must also meet all requirements listed in this document with regards to their remote location and equipment used there.

In addition, for contracts where a connectivity requirement has been identified in the SRCL (i.e. "yes" to question 11e), the following IT Security requirements must be met:

17. All computers that have access to OMS or its ancillary applications, and CSC's email system must:
 - a. be configured with a password-protected BIOS
 - b. be configured in the BIOS to only boot from the C: drive
 - c. have their wireless capability disabled
 - d. be locked or shut down when not in use
18. On all computers that have access to OMS or its ancillary applications, and CSC's email system, the use of the following is prohibited:
 - a. peer-to-peer software to communicate with other systems over the Internet
 - b. network based gaming software
 - c. client-server software such as web server, proxy server, file server, etc. (Citrix Receiver allowed)
 - d. webmail services (Outlook Web Access allowed)
 - e. freeware and shareware (Contact CSC IT Security for possible exceptions)
 - f. remote control software (SimpleHelp allowed)
 - g. ftp client software
 - h. cloud services



IT Security Requirements Technical Document

Departmental Security – Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by CISD:

- Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know for the information provided.
- When not in use, all removable storage media containing PROTECTED information shall be secured in a security container that meets GC security standards within an Operations Zone.
- All documentation produced or completed by the Contractor which contains PROTECTED information shall have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.



ANNEX F - Insurance Requirements

1. Commercial General Liability Insurance:

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

- 2.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

3. Professional Liability Insurance:

- 3.1 The Contractor must obtain Professional Liability Insurance in an amount of \$5,000,000.00, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$7,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 3.2 Coverage is for what is standard in a Professional Liability policy and must be for claims arising out of the rendering or failure to render psychological services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.