

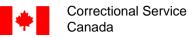
Title : Psychologist services – Community psychological counseling				
Solicitation N° : 21301-20-2	Date: December 7th, 2018			
Client Reference N° :				
21301-20-2774482				
GETS Reference N° :				
PW-18-00854898				
Solicitation Closes : Time Zo		one		
<b>At :</b> 14:00	EST			
<b>On :</b> January 31st, 2019				
F.O.B. :				
Plant: Destination	n: X	Other:		
Address Enquiries to: Gabrielle St-Hilaire Castonguay Acting Contracting and Procurement Regional Officer Gabrielle.St-Hilaire.Castonguay@csc-scc.gc.ca				
Telephone N°:	Fax N°:			
(450) 661-9550, ext. 3300	(450) 664	(450) 664-6626		
Destination of Goods, Services and Construction:				
Multiple as per call-up.				
Delivery Required : See herein         Instructions : See herein				
Security – Sécurité This request for a Standing Offer includes provisions for security.				
			L	
Name and title of person au	thorized to	o sign on behalf of Vendor/Firm		
	Solicitation N° : 21301-20-2         Client Reference N° :         21301-20-2774482         GETS Reference N° :         PW-18-00854898         Solicitation Closes :         At : 14:00         On : January 31st, 2019         F.O.B. :         Plant:         Destination         Address Enquiries to:         Gabrielle St-Hilaire Castongu         Acting Contracting and Program         Gabrielle.St-Hilaire.Castongu         Telephone N°:         (450) 661-9550, ext. 3300         Destination of Goods, Serv         Multiple as per call-up.         Delivery Required : See her         Security – Sécurité         This request for a Standing C	Solicitation N° : 21301-20-2774482         Client Reference N° :         21301-20-2774482         GETS Reference N° :         PW-18-00854898         Solicitation Closes :         At : 14:00         On : January 31st, 2019         F.O.B. :         Plant:         Destination:         X         Address Enquiries to:         Gabrielle St-Hilaire Castonguay         Acting Contracting and Procurement         Gabrielle.St-Hilaire.Castonguay@csc-sc         Telephone N°:       Fax N°:         (450) 661-9550, ext. 3300       (450) 664         Destination of Goods, Services and C         Multiple as per call-up.         Delivery Required : See herein         Ins         Security – Sécurité		

Fax n° :

Email : \_\_\_\_\_

GST # or SIN or P.B.N. :

Name and title of person authorized to sign on behalf of Vendor/Firr			
Name	Title		
Signature	Date		
(Sign and return cov	er page with offer)		



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# PART 1 - GENERAL INFORMATION

#### 1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

# 2. Summary

The Correctional Service of Canada (CSC) Health Services require the services of a psychologist to provide psychological services for community offenders living in the Rimouski Region, which includes, but is not limited to, the following cities: Rimouski, St-Fabien and Mont-Joli.

The Rimouski Region has a parole office located at :

[] 180, de la Cathédrale, #230, Rimouski (Quebec) G5L 5H9.

The Contractor may provide services from the parole office of Rimouski or from his professional office or from the parole office of Rimouski and his professional office.

More than one Standing Offer may be issued for this process.

The period of this Standing Offer is from April 1<sup>st</sup>, 2019 until March 31<sup>st</sup>, 2020, with the possibility of three (3) additional periods of twelve (12) months each.

This procurement is not subject to any trade agreement.



# 3. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of 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, shall be interpreted as a reference to CSC or its Minister.

# 4. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Industrial Security</u> <u>Program</u> (ISP) of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html</u>) website.

#### 5. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

#### 6. 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 <u>boa-opo@boa-opo.gc.ca</u>. You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</u>.

# **PART 2 - OFFEROR INSTRUCTIONS**

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2018-05-22) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: two hundred forty (240) days

Offers will remain open for acceptance for a period of not less than two hundred forty (240) days from the closing date of the Request for a Standing Offer.

#### 2. Submission of Offers

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

Offers must be sent either by Priority Post, Post-Canada or be submitted at the Bid Receiving Office and must be presented only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the Request for a Standing Offer.

# 3. Former Public Servant

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, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial* <u>Administration Act</u> 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

# **YES**()**NO**()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 <u>Contracting Policy Notice</u>: <u>2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

# **YES**()**NO**()

If so, the Offeror 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.

#### 4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### 5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer: two (2) hard copies
- Section II: Financial Offer: one (1) hard copy
- Section III: Certifications: **one (1) hard copy**

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

# Offerors are requested to submit their Financial Offer in an envelope separate from their technical offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

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 <u>Policy</u> on <u>Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, offerors should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

# Section II: Financial Offer

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 Applicable Taxes must be shown separately, as applicable.



The rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> 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.

The rates specified in the financial proposal, when quoted by the bidder, <u>must not include</u> 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).

When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.

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).

# Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

# Section IV: Additional Information

# Offeror's Proposed Site or Premises Requiring Safeguard Measures / IT Authorization for Storage or Processing

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

#### 1.1. Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Bid (if applicable)

The right of first refusal will be used when placing call-ups (see Annex C – Call-up procedures) and the Contractor who has the professional office located the closest to the offender's residence will be awarded a call-up. At equal distance of the offender's residence, the Contactor experienced in the particular competency related to the treatment need of the offender will be prioritized. At equal distance and particular competency, the Contractor who provide the lowest hourly rate will be selected to provide the services. At equal distance, particular competency and hourly rate, the Contractor self-identified as experienced in the most diversified competencies will be awarded the call-up (see Annex H – Criteria for establishing the competencies).

Offers containing a financial offer other than the one requested at Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS will be declared non-compliant.

#### 2. Basis of Selection

An Offer must comply with the requirements of the Request for a Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive.

All the responsive offers will be recommended for issuance of a Standing Offer.

Note that the Standing Offer's award is subject to compliance with the budget ceiling established for this process.



# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to setaside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
  - i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (http://www.tpsgcpwgsc.gc.ca/ci-if/declaration-eng.html). Offerors must submit this form to Correctional Service of Canada with their offer.



# **1.2 Integrity Provisions – Required documentation**

**List of names**: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

#### OR

□ The Offeror is a partnership

During the evaluation of offers, the Offeror must, within ten (10) working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

# **1.3** Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP Limited Eligibility to Bid</u>" list available at the bottom of the page of the <u>Employment</u> and <u>Social Development Canada (ESDC) - Labour's</u> website (<u>http://www</u>.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_p rogram.page?&\_ga = 1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

# 1.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

# 1.5 Language Requirements - Bilingual

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in both official languages of Canada (French and English).

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

# 1.6 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

# 1.7 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.

# **1.8 Licensing Certification**

#### a. License to Practice

The Contractor must have current registration or license - 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.

# 1.9 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.



# **PART 6 - SECURITY REQUIREMENTS**

# 1. Security Requirement

- 1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirement as indicated in Part 7A Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc.pwgsc.gc.ca/index-eng.html</u>) website.



# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 2. Security Requirement

**2.1** The following security requirements (SRCL and related clauses provided by ISP) apply to and form part of the Standing Offer.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 21301-20-2774482

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B, including an IT Link at the level of PROTECTED B.
- 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 E;
  - (b) Industrial Security Manual (Latest Edition).

#### 2.2 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and individual(s) hold a valid security clearance at the required level.



#### **Technical Document - IT Security Requirements**

Contract N°:	21301-20-2774482
Date :	2018-11-13

#### IT Security Requirements

The IT Security Requirements are derived from the Operational Security Standard: Management of Information Technology Security (MITS).

The requirements below apply to the above-noted contract and all contractors and external partners therein who access information of PROTECTED level sensitivity and use **PROTECTED IT Equipment** (refer to Appendix A: Definitions).

- 1. Any suspected loss or theft of PROTECTED IT Equipment containing PROTECTED information must be reported by the Contractor to the Project Authority immediately.
- 2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the Operational Security Standard on Physical Security and G1-026 Guide to the Application of Physical Security Zones.
- 3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of all Government of Canada (GC) information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by CSC may be used to store PROTECTED information; all other cloud services are prohibited.
- 5. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment on which it is possible to install antivirus software.
- 6. The Operating System (OS) and applications used on PROTECTED IT Equipment must be vendor-supported, i.e. current security patches must be available and the product must not have reached end of life, and the latest security patches must be installed.
- 7. Each authorized user who accesses PROTECTED IT Equipment must use their own unique account with user-level privileges and protect it using a strong password. Computer accounts must not be shared. Computer accounts with Administrator-level privileges must be used for system administration tasks only and must not be used for general user tasks, e.g. surfing the Internet, checking email, accessing OMS.
- 8. Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment on which event logging is possible.
- 9. A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment connected to or including a digital display or monitor.
- 10. All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices, e.g. NAT-enabled



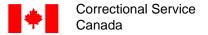
firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access.

- 11. When PROTECTED IT Equipment is no longer required to store or process PROTECTED information, the information stored on the equipment must be securely destroyed in accordance with IT Media Sanitization. Any PROTECTED information stored on approved Canadian-based cloud storage services must also be deleted when no longer needed.
- 12. All PROTECTED IT Equipment must have its internal data storage devices, e.g. hard drives, removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 13. If it has been determined that PROTECTED IT Equipment is no longer serviceable, any internal data storage devices, e.g. hard drives, contained in the equipment must be surrendered to the Project Authority for destruction. If the internal storage cannot be removed from its host equipment, the host equipment itself must be surrendered to the Project Authority for destruction.
- 14. When PROTECTED information is displayed on the screens of PROTECTED IT Equipment or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Unless otherwise prohibited, any remote access to PROTECTED IT Equipment using Contractor-provided and/or CSC-provided standard remote access software must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, controlled/restricted access, security logging, split tunneling disabled. All parties using the remote access must also meet all requirements listed in this document.

# Additional Security for Connectivity (and other External Partners)

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:

- 16. All PROTECTED IT equipment used to access Offender Management System (OMS), its ancillary applications or CSC's email system must meet the following requirements:
  - a. The BIOS is protected with a strong password.
  - b. The BIOS is configured to allow booting only from the system drive, e.g. C: drive.
  - c. All wireless capability is disabled.
  - d. The system is locked or shut down when not in use.
- 17. All PROTECTED IT equipment used to access OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment unless specifically-authorised by CSC:
  - a. Tools that could circumvent security controls.
  - b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
  - c. Client-server software such as web servers, proxy servers or file servers.
  - d. Web-based email services.
  - e. Remote-control software.
  - f. Cloud services, including storage (see Requirement 4).



#### **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 Canadian Industrial Security Directorate (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 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 Portable Data Storage Devices containing PROTECTED information must 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 must have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all Portable Data Storage Devices must be labelled with the highest sensitivity level of the information contained therein, e.g. PROTECTED B.



# **Appendix A: Definitions**

**PROTECTED IT Equipment -** All Information Technology (IT) equipment and devices (such as, but not limited to, servers, desktop computers, Portable Data Storage Devices) that are used to access, store and/or process information of PROTECTED level sensitivity.

**Portable Data Storage Device (PDSD)** - Devices that are portable and contain storage or memory into which users can store information are considered portable data storage devices. Examples of portable data storage devices include:

- USB devices (e.g. memory sticks, external hard drives);
- eSATA (External Serial Advanced Technology Attachment) devices;
- Tablets, laptops, smart devices (e.g. BlackBerry), and cameras; and
- Portable media tapes, optical discs (e.g. CDs and DVDs).

# **Appendix B: References**

- Operational Security Standard: Management of Information Technology Security (MITS) http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328
- Operational Security Standard on Physical Security http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329
- G1-026 Guide to the Application of Physical Security Zones http://www.rcmp-grc.gc.ca/physec-secmat/pubs/g1-026-eng.htm
- Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information https://www.cse-cst.gc.ca/en/publication/itsp-40-111
- IT Media Sanitization
   https://www.cse-cst.gc.ca/en/publication/itsp-40-006v2
- G1-001 Security Equipment Guide http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/home\_e.htm



# 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it 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

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

# 4. Term of Standing Offer

# 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2020 inclusively.

# 4.2 Extension of the Standing Offer

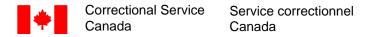
If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **three (3) additional periods of twelve (12) months** each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

# 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 ninety (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 thirty (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 Standing Offer Authority

The Standing Offer Authority is:

Name: Gabrielle St-Hilaire Castonguay Title: Acting Contracting and Procurement Regional Officer Correctional Service of Canada Branch or Directorate: Material Management Directorate Telephone: (450) 661-9550, ext. 3300 Facsimile: (450) 664-6626 E-mail address: <u>Gabrielle.St-Hilaire.Castonguay@csc-scc.gc.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

# 5.2 Project Authority (will be completed upon the Standing Offer's award)

The Project Authority for the Standing Offer is:

Name:		 _	
Title:			
Organization:			
Address:		 	
Telephone:			_
Facsimile:		 	_
E-mail address:	 		 _

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

# 5.3 Offeror's Representative (will be completed upon the Standing Offer's award)

The Offeror's Representative for the Standing Offer is :

Name:	
Title:	
Address:	
Telephone:	
Ecolorilo.	

Facsimile:	 	
E-mail address:		

# 6. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada, Quebec Region, Quebec East-West District.

# 8. Call-up Procedures

Call-up procedure is detailed in Annex C - Call-up Procedures.

# 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

# 10. Limitation of Call-ups (will be completed upon the Standing Offer's award)

Individual call-ups against the Standing Offer must not exceed \$\_\_\_\_\_ (Applicable Taxes included).

# 11. Financial Limitation (will be completed upon the Standing Offer's award)

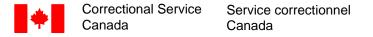
The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

# 12. Priority of Documents

If there is a discrepancy between the wording 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010B; (2016-04-04), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) l'Annex C, Call-up Procedures;
- h) I'Annex E, Security Requirement Check List;
- i) I'Annex F, Insurance Requirement ;



- j) I'Annex H, Criteria for Establishing the Competencies
- k) l'Annex I, National Essential Health Services Framework
- I) the Offeror's offer dated \_\_\_\_\_. (will be completed upon the Standing Offer's award)

#### 13. Certifications and Additional Information

#### 13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

# 13.3 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

#### 14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.



# B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it 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.

#### 2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### 2.3 Replacement of Specific Individuals

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.

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.

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.

#### 3. Term of Contract

#### 3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.



# 4. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# 5. Payment

# 5.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

# 5.2 Limitation of Expenditure (will be completed upon the Standing Offer's award)

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_, and Applicable Taxes are extra.

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% committed, or
- b. four 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.

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.

#### 5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.



# 5.4 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

# 5.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

# 6. Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

a. Psychology Services Invoice Format

One invoice per offender is required. All invoices must include the following as a minimum:

Name of Contractor Registration/License Number Contract Number Date(s) of Service Date of Invoice Offender's name Total billable hours by type of service\*\* Total fees

\*\*Invoice will have to detail all services rendered in accordance of all professional acts possible in the Statement of Work, as indicated below.

# Elements that could be included in invoice (according to services required and rendered) :

- Treatment plan if required (three (3) hours maximum)
- Letter justifying the non relevancy of treatment-if required (one (1) hour maximum)
- Case review for authorizing further treatment sessions- if required (one (1) hour maximum)
- Clinical hour (At a minimum, 45 minutes for therapy session, followed by 15 minutes for record keeping)
- Treatment report (interim or final) if required (one (1) hour maximum)
- Special Report when authorized (four (4) hours maximum)
- Case conférence (one (1) hour maximum)
- File review (one (1) hour maximum)
- Fees for offender's missed appointments (50% of one (1) hour)
- Grievance and Investigation Processes (100\$ per meeting/trip).

# 7. Certifications - Contract

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.



#### 8. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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.

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. 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.

# 9. 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 (i.e. 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.

# **10.** Closure of Government Facilities

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.

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.



# 11. Tuberculosis Testing

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.

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

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

# 12. Compliance with CSC Policies

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.

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.

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

#### 13. Health and Labour Conditions

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.

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.

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.

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."

#### 14. 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:

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;

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



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

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.

# 15. 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>.

# 16. 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 supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*) 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 <u>boa-opo@boa-opo.gc.ca</u>.

# 17. Privacy

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

# **18. Information Guide for Contractors**

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.



# ANNEX A – STATEMENT OF WORK

# 1. Introduction:

The Correctional Service of Canada (CSC) Health Services, i.e. the Quebec East-West District (QEWD), require the services of a psychologist for offenders living in the Rimouski Region. This region includes cities such as Rimouski, St-Fabien, Mont-Joli, etc.

Note that the QEWD has an office (Operational unit) in Rimouski.

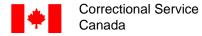
Each contractor shall indicate the city (ies) he can serve in section 3 of this Appendix.

The psychologist will provide psychological treatment services to offenders and collaborate with the interdisciplinary health services team that includes, but is not limited to : nurses, psychologist, social worker, occupational therapist 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.

More specifically, the contractor shall offer psychological services to offenders at CSC's request for the Quebec East/West District (QEWD). These services include individual therapy, writing treatment reports, such as treatment plans or treatment summaries, as well as case discussions.

# 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 services to offenders, as requested by the Project Authority,

Contact information for the QEWD Parole Office (The contractor must check off below If he is willing to provide his services in Rimouski's Parole Office):

□ Rimouski Parole Office: 180, de la Cathédrale, #230, Rimouski (Quebec) G5L 5H9.

# AND/OR

If the Contractor is willing to provide services at his business location, he must indicate below his business location (s) (professional office (s)) as a psychologist.

Adress 1 :

Adress 2 :

Adress 3 :

Security requirements

If the contractor will be providing services at a CSC community site. The contractor will have to obtain a Designated Organization Screening and personnel security clearance.

If the contractor will be allowed to provide services at his/her business location, and produce or store protected or classified information or data on its IT systems. The contractor will have to obtain a Designated Organization Screening, Document Safeguarding and IT Technology clearances, and personnel security clearance(s).

# **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 <u>www.CSC-SCC.GC.ca</u> 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
  - Guidelines 800-3 Consent to Health Service Assessment, Treatment and Release of Information
  - Commissioner's Directive 843 Interventions to Preserve Life and Prevent Serious Bodily Harm
  - Guidelines for Sharing Personal Health Information
  - Discharge Planning Guidelines
  - Integrated Mental Health Guidelines
  - Guidelines on the Content of a Mental Health Assessment and Treatment Plan/Intervention
  - Guidelines on the Content of a Mental Health Assessment focused on Suicide Risk and Self-Injury (Treatment Plan)
  - Guidelines on the Contents of Progress Reports

Correctional Service Service correctionnel Canada Canada

- National Essential Health Services Framework
- National Formulary

# 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. To this end, the client's recordkeeping notes will be requested of the contractor so that they can be filed in the appropriate file.
- b. The Contractor must provide this documentation to the Project Authority or delegate using approved electronic media or methods for placement in the offender's psychology file and, at the request of the Project Authority, the Offender Management System (OMS). Placement of reports on the psychology file and in OMS will normally be carried out by CSC staff. However, the Project Authority may, at his/her sole discretion, request that the Contractor place reports in the offenders' psychology file and OMS.
- c. As an accountability and quality assurance measure, the Project Authority will periodically review the Contractor's documentation for compliance with contract requirements, consistency and completeness.

# 4.5 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 sent to the project manager once completed. The Project Authority will supply copies of this form to the Contractor at the beginning of the contract. Note that the Contractor must document the consent process in all his reports.

# 4.6 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 and the Health Centre's electronic record.
- 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 or unit 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 or unit.

# 4.7 Handling and Safeguarding CSC Sensitive or Protected Information

a. For Services Provided in an Institution or Community Site

All of the original offenders' health care records, as well as all CSC protected or sensitive information, must remain at the community site.

b. For Services provided at the Contractor's Place of Business

With the prior approval of the Government of Canada's Canadian Industrial Security Directorate (CISD) of Public Services and Procurement Canada (PSPC), 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 its 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.

The contractor acknowledges that all documentation provided by CSC remains CSC property and to this effect, he must return all documentation when his services are completed. The client's recordkeeping notes will also be sent to the project Authority so that they can be filed in the appropriate file.

# 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. During the contract period, CSC may offer training (for example: orientation to CSC, CSC's risk assessment requirements, etc.). If that was the case, all expenses related to the training, including travel and accommodation, will be at the Contractor's fees.



#### 5.2 Mental Health Counselling and/or Assessment Process in Community Sites

- a. Upon receipt of a referral to perform an evaluation for treatment, when required and requested by the project manager, 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. If no Treatment Plan is required, the contractor may bill an hour for reading the record at the beginning of care.
- 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. 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 may have to send, at the project manager's request, 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. If authorized, this letter will be billable up to a maximum of one (1) billable hour.
- d. Upon submission of a Treatment Plan, (if such a plan was requested), the Project Authority or designate will authorize Contractor to proceed with a predetermined number of sessions. Generally, between 8 and 10 sessions will be authorized. After the last authorized session, the Contractor may, as needed, at the Project Authority's request, have to 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 clinical factors and the offender's progress toward the current treatment objectives. Project Authority may request these type of reports regularly during treatment. If they are requested, these reports will be billable up to a maximum of one (1) billable hour.
- Prior to the last authorized session, the Contractor should contact the Project Authority е and seek authorization for additional sessions. The number of additional sessions will be determined by the Project Authority. 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. 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. The Contractor is required to contact the Project Authority to advise that the number of authorized 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 or encrypted e-mail. Unauthorized treatment sessions will not be remunerated.

When case reviews involve the contractor's participation, a maximum of one (1) hour may be invoiced for these case reviews;



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 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. The following individuals may participate in the case conference, as required: the contractor, the parole officer, the parole officer supervisor, the program officer, the social worker, the mental health nurse and the Chief, Mental Health. 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.
- h. Note that brief telephone contact that are fifteen (15) minutes or less, to exchange information are not billable. Examples of such type of contacts (but not limited to) are: advise the Contractor that the offender has a new job, a new girlfriend, that his Parole Officer has changed or that his conditional release has been suspended.
- i. The Contractor must immediately notify by direct contact, by telephone, registered mail or by fax, the Project Authority or the Parole officer 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.
- j. Termination of treatment may occur without notice when the offender's release is suspended. On termination of treatment (including, but not limited to, formal discharge, transfer to another District, revocation, etc.) the Contractor may, at the project manager's request, have to submit a Final Treatment Report. Delay to submit final reports may vary but will generally be within ten (10) working days. 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 may, at the project manager's request, have to complete a Final Treatment Report. Delay to submit final reports may vary but will generally be within ten (10) working days. In any case, Project Authority will specify the delay to the Contractor. Note that offender often have a special condition where psychological counseling is mandatory to their release. In such cases, end of treatment may be delayed while waiting for the Parole Board approval to end treatment. Project authority will discuss with the Contractor the way forward in those circumstances.
- I. 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. If possible, the results of these tests will be made 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. If authorized, 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 telephone, fax or encrypted e-mail within one (1) business day maximum 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 missed appointments. 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.

# 5.3 Location of Work

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

#### b. Telepsychology by Videoconferencing

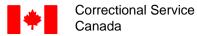
If required, and at the request of the Project Authority, the Contractor may be invited to provide Telepsychology sessions (psychology services by videoconference) to offenders if the Project Authority judges that he possesses the necessary qualifications and the experience. The Contractor must obtain written approval by the Project Authority 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.

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

- 6.1 If required, 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 rate of 100\$ per meeting/trip.
- 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 rate of 100\$ per meeting/trip.

#### 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** Psychological treatment sessions must be provided in the offender's language of choice.
- **9.2** Treatment reports must be written in French for offenders whom have chosen French as language of choice.
- **9.3** For offenders who language of choice is English, the reports may be prepared in English or French, at the contractor's choice.

The Contractor <u>must indicate</u> the language in which he is willing to provide his psychological services:

- □ I agree to offer psychological services in French
- □ I agree to offer psychological services in 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), which ideally should be accessible by public transit. Therapy sessions will be held in at the location determined by the project manager and the contractor, based on the needs that they determined. The Contractor should 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. Constraints:

### 11.1 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.

# 12. Support to the Contractor:

**12.1**. The CSC will supply, files, reports and all the documentations required for the delivery of services. In the event that the contractor delivers his services at a CSC office, besides the access to a computer, the contractor cannot use State resources, for example, administrative personnel, supplies, equipment, etc.



# ANNEX B - PROPOSED BASIS OF PAYMENT

### The following basis of payment will apply to any call-up issued against this Standing Offer.

#### 1.0 Professional Services provided with a Firm Price:

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive **firm hourly rate** below in the performance of this Contract, HST or GST extra.

Invoice will have to detail all services rendered in accordance of all professional acts possible in the Statement of Work, as indicated below.

Elements that could be included in invoice (according to services required and rendered) :

- Treatment plan if required (three (3) hours maximum)
- Letter justifying the non relevancy of treatment-if required (one (1) hour maximum)
- Case review for authorizing further treatment sessions- if required (one (1) hour maximum)
- Clinical hour (At a minimum, 45 minutes for therapy session, followed by 15 minutes for record keeping)
- Treatment report (interim or final) if required (one (1) hour maximum)
- Special Report when authorized (four (4) hours maximum)
- Case conférence (one (1) hour maximum)
- File review (one (1) hour maximum)
- Fees for offender's missed appointments (50% of one (1) hour)
- Grievance and Investigation Processes (100\$ per meeting/trip).

**IMPORTANT:** The Contactor must indicate his professional fees for the <u>fixed period</u>, as well as for <u>each</u> of the three (3) option years.

#### Work location

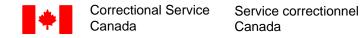
The Contractor will generally provide services in his/her business location (private practice office). If a CSC Parole Office is available in his/her city of practice, and if he indicated his willingness to provide services in this office, he could provide services at the Parole Office.

CSC require psychological care services for the following region :

- ✓ Rimouski Region, which includes cities such as Rimouski, St-Fabien, Mont-Joli, etc.
- ✓ Rimouski Parole Office : 180, de la Cathédral, #230, Rimouski (Quebec) G5L 5H9.

#### **Travel expenses**

No travel and living expenses will be paid.



# 2.0 Rates

# Table 1 : FIRM PERIOD : From April 1st, 2019 until March 31st, 2020

Description	Estimated number (12 months)	Distribution unit	Hourly rate (HST or GST extra))	Total (HST or GST extra)
Professional fees	320	Hour	\$ /hour	\$
Grievance and Investigation Processes	2	Meeting	100 \$	200\$
			Estimated Total Cost	\$

#### A maximal ceiling of 150\$ per hour is fixed

\* Only rendered services will be paid.

\* The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only.

# 3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <<u>To Be Inserted at Contract Award></u> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Hourly Rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

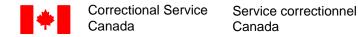
#### Table 2 : OPTION 1 : From April 1st, 2020 until March 31st, 2021

Description	Estimated number (12 months)	Distribution unit	Hourly rate (HST or GST extra))	Total (HST or GST extra)
Professional fees	320	Hour	\$ /hour	\$
Grievance and Investigation Processes	2	Meeting	100 \$	200\$
			Estimated Total Cost	\$

#### A maximal ceiling of 153\$ per hour is fixed

\* Only rendered services will be paid.

\* The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only.



# Table 3 : OPTION 2 : From April 1st, 2021 until March 31st, 2022

Description	Estimated number (12 months)	Distribution unit	Hourly rate (HST or GST extra))	Total (HST or GST extra)	
Professional fees	320	Hour	\$ /hour	\$	
Grievance and Investigation Processes	2	Meeting	100 \$	200\$	
Estimated Total Cost\$					

# A maximal ceiling of 156\$ per hour is fixed

\* Only rendered services will be paid.

\* The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only.

# Table 4 : OPTION 1 : From April 1st, 2022 until March 31st, 2023

Description	Estimated number (12 months)	Distribution unit	Hourly rate (HST or GST extra))	Total (HST or GST extra)
Professional fees	320	Hour	\$ /hour	\$
Grievance and Investigation Processes	2	Meeting	100 \$	200\$
			Estimated Total Cost	\$

#### A maximal ceiling of 159\$ per hour is fixed

\* Only rendered services will be paid.

\* The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only.

#### 4.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$
  To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes 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 taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.



# ANNEX C – CALL-UP PROCEDURES

### 1. Principle

The principle of the right of first refusal applies to the Standing Offer when granting the call-ups. Considering the fact that the East-West Quebec District (EWQD) represents a large territory, accessibility to psychology services will be the first criteria of choice in awarding call-ups. Therefore, the identified user must contact the psychologist practicing the closest to the offender's place of residence.

In the event where two offerors' practice offices are located at equal distance of the offender's place of residence, the call-up must be awarded to the offeror self-identified as experienced in the particular competency related to the treatment need of the offender.

At equal distance and particular competency, the Contractor who provide the lowest hourly rate will be selected to provide the services.

At equal distance, particular competency and hourly rate, the Contractor self-identified as experienced in the most diversified competencies will be awarded the call-up (see Annex H – Criteria for establishing the competencies).

N.B.: The Offeror contacted must consider their workload and ensure they are able to respond to the request within the required deadline

#### 2. Call-up procedure

### 2.1 Identification of the offeror

For a given requirement, the user must consider the following decision factors in selecting an offeror:

#### • The location of the Contractor's practice office

Once this determination is made, the offeror with the practice office located the closest to the offender's place of residence will be considered first.

In the event of a tie between two offerors regarding the decision factor above, the user must consider the following:

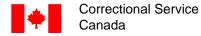
- The particular competency related to the treatment need of the offender
- The hourly rate
- Diversity of competencies

#### 2.2 Communication as needed

The user will contact the Offeror which has the practice office located the closest to the offender's place of residence, by fax or email.

#### 2.3 Time limit

The offerors contracted will have time indicated by the user to confirm whether they can respond to the call-up. The time limit is at the user's discretion but must be indicated on the request.



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# 2.4 Handling the response

If the offeror in unable to respond, or if no response is received by the identified user, the identified user will move on to evaluating the offeror ranked second highest, and so forth.

When the offeror who is in first place cannot meet the requirements, the identified user must take particular care to document the file.



# ANNEX D - INSTRUCTIONS FOR DESIGNATED USERS

### 1. Principle

For any call-up, the identified user's file must be well documented.

#### 2. Service evaluation - usage report by the identified user

The identified user may send a report to the standing offer authority on the use made of the standing offer and the evaluation of the services rendered.

In the report, identified users must provide information on satisfactory RISO holders, who provide high-quality services and on unsatisfactory RISO holders who can never provide assessment or whose assessments are not acceptable, including cases where assessments were rejected due to a performance that did not comply with Annex A – Statement of work. The form 0996 – Contract/ Contractor Evaluation must therefore be used for this purpose.

The identified user must immediately report any cases of inefficiency to RISO holders.

If the issue cannot be addressed by the RISO holders, the identified user must seek the help of the person in charge of the RISO. This will give the RISO officer an opportunity to undertake whatever other corrective measures are required, given the circumstances.

#### 3. Reminder about call-ups

For a given requirement, the identified user must:

Document: Document the requirement, draft the requirement. All processes must be documented, from the requirement formulation to responses, acceptances or rejections, as well as specified deadlines.

Contact: The requirement should be sent to the selected offeror for the mandate.



# ANNEX E – SECURITY REQUIREMENTS CHECK LIST (SRCL)

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		ECURITY REQUIREMENTS CHECK LIST (S CATION DES EXIGENCES RELATIVES À L		
PART A - CONTRACT INFO 1. Originating Government De Ministère ou organisme go	RMATION / PARTIE A epartment or Organizati	- INFORMATION CONTRACTUELLE	nch or Directorate / Direction géné	rale ou Direction
3. a) Subcontract Number / N			vices de Santé bcontractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work /	Brève description du tr	avail		
Rimouski: Offrir des services surveilance et de traitement of	de counselling psychologie composée du du responsa	que aux délinquants qui sont référés par le DEOQ et travai ble des agents de libération conditionnelle, de l'agent de lil s rapports (plan de traitement, rapports sommaires, rappo	pération conditionnelle et de la chef, sar	ec une équipe de nté mentale du DEOQ.
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7. a) Indicate the type of infor	mation that the supplier	r will be required to access / Indiquer le type d'infor	nation auquel le fournisseur devra	avoir accès
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7. b) Release restrictions / Re	strictions relatives à la			
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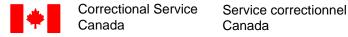
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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No Ves Non Oui



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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 21301 - 20 - 2774482 Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. ances or permass. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur. For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire on ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF NATO COMSEC CLASSIFIED Category Catégorie PROTECTED NATO NATO ATO TOP TOP COSMIC TOP SECRET COSMIC TRES в c PROTÉGÉ CONFIDENTIAL SECRET CONFIDENTIAL SECRET NATO DIFFUSION RESTREINTE в с CONFIDENTIEL TRES CONFIDENTIEL TRÊS SECRET NATO A ECRE Information / Assets Renseignements / Biens Production 1 Media / 1 Link / ctronique 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ✓ No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉ?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des plèces jointes).

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✓ No Non

Yes

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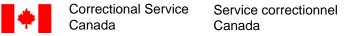
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### ANNEX F – INSURANCE REQUIREMENTS

#### 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 Public Works and Government Services 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.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend 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.

#### 2. Medical Malpractice Liability Insurance

- 1. The Contractor must obtain Medical Malpractice 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 \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical 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. If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
- 4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



#### **ANNEX G – EVALUATION CRITERIA**

#### 1.0 Technical Evaluation:

- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria

It is <u>imperative</u> that the offer <u>address each of these criteria</u> 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. (*does not apply*)
- 1.4 Experience must be demonstrated through a history of past projects, either completed or ongoing.
- 1.5 References must be provided for each project/employment experience. (does not apply)
  - 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 offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer 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. (does not apply)
- LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.
- References could be requested to attest experience listed.

> Mandatory Technical Criteria

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
01	The bidder must provide a proof of his current practicing licence or a proof from the provincial regulatory body of Psychologists that he is in the process of obtaining the license from the province where the services will be provided. (i.e. L'Ordre des psychologues du Québec)		
02	The proposed psychologist must <b>at least</b> have one (1) years of experience in correctional or forensic psychology over the past five (5) years. Experience may come from Community work, Training period/internship or salaried employment. OR		
	The proposed psychologist must have at least two (2) years experience in clinical psychology and/or counseling psychology over the past five (5) years. Experience may come from Community work, Training period/internship or salaried employment.		



# ANNEX H – CRITERIA FOR ESTABLISHING THE COMPETENCIES

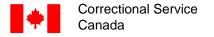
When two Contractor have their practice office located at equal distance from the offender's place of residence, are experienced in the particular competency related to the treatment need and provide the same hourly rates, the diversity of the competencies is the criterion that will be considered for the granting of the call-up.

In other words, the Contractor with the most diversity of competencies in the fields mentioned below will be prioritized in such situations.

The Contractor must clearly demonstrate, in his resume, how he acquired the competencies he has identified, including identifying the period during which he gained the experience, the location where the services were provided and the type of clientele served. To be qualified in one of the following field, the Contractor must have gained experience for a cumulative period of six (6) months in the last ten (10) years.

Thus, please identify your acquired expertise in the following fields and document this in your résumé:

- Experience delivering services to offenders
   Substance abuse
   Violence problems
- □ Recidivism risk assessment/management
- □Suicide risk assessment/management
- □Sexual abusers
- □ Personality disorders
- □Conjugal violence
- □Impulsivity
- □ Alcoholism/Substance abuse
- □ Pathological gambling
- Mental health crises
- □Stress/emotions management
- Depression
- □ Anxiety disorders
- Bereavement
- Mental health
- □Adjustment disorders
- □ Post-traumatic stress reaction
- □ Identity disorders
- □ Eating disorders
- □ Romantic relationships/separation
- □ Relationship problems
- □Anxiety disorders
- Depressive disorders
- □Other, please specify



ANNEXE I – NATIONAL ESSENTIAL HEALTH SERVICES FRAMEWORK

See PDF document attached « NATIONAL ESSENTIAL HEALTH SERVICES FRAMEWORK »