

ANNEX A

STATEMENT OF WORK

1. TITLE

Employee Assistance Program (EAP) services for Canada Border Services Agency (CBSA)

2. SCOPE

2.1 OBJECTIVE

The CBSA, with the participation of the union organizations, is committed to making available a confidential and voluntary EAP, without prejudice to job security or career progression, to employees who may be experiencing personal, health or work-related issues. The purpose of this program is therefore to provide a variety of consulting and professional services to the employees and their dependants.

2.2 BACKGROUND

The CBSA is an integral part of the Public Safety Portfolio. The CBSA mandate is to provide integrated border services that support national security and public safety priorities. In support of the CBSA mandate, the CBSA employs armed officers within its operations branch.

The CBSA recognizes the value and importance of promoting, fostering and maintaining the well-being of its employees and their dependants. It recognizes that their health and well-being can be affected by personal or work-related issues which, if not resolved, may have a negative impact on their psychological health and safety and subsequently their work performance. It also supports a mental health promotion and prevention/education approach to create and sustain a healthy work environment. In order to create and maintain employee and organizational health, the CBSA provides EAP services through a variety of access points internal and external to the CBSA. This statement of work (SOW) pertains to the external component only.

EAP services provided under this contract are not intended to replace community-counselling services or treatment resources that are available to employees outside of the workplace.

2.3 POPULATION COVERED

The population covered under this SOW includes all CBSA employees and their dependants, as defined in section 2.4 below. The population of the CBSA across Canada is approximately 15,746 employees. Included in this number are 60 employees working in different countries outside of Canada (see list of countries in Appendix 1 to Annex A).

See the chart below (data from April 2020 demographic report excluding casual employees).

Region	Employees #
Atlantic	692
Quebec	2,074
Northern Ontario (NOR)	657
Headquarters (HQ) – Includes employees in Ottawa and Rigaud, nationalized employees physically located in the regions, and Liaison Officers located in other countries.	5,311
Greater Toronto Area (GTA)	2,279
Southern Ontario Region (SOR)	1,551
Prairies	1,213
Pacific	1,969

TOTAL	15,746
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(Refer to Appendix 1 for the complete list of CBSA locations)

2.4 TERMINOLOGY

For the purpose of this requirement the following definitions apply:

Advisory Services: Services provided to supervisors, managers, human resources professionals and union representatives. They are meant to assist them in helping employees deal with personal or work-related issues that may be affecting their work performance and well-being.

Assessment: The process by which a professional counsellor gathers the information they need to formulate a more comprehensive and accurate understanding of the client and their reason for accessing counselling services. This allows the counsellor to be in a better position to determine the needs and resources and help the client achieve a successful outcome.

Case: A case refers to counselling services only. A case is a documented record of the session(s) where, through direct contact between the EAP counsellor and an eligible client or clients – if they are consulting together on common issues - it must include an assessment, a plan of action (which may include the provision of short-term counselling and/or referrals and a follow-up).

Cases are counted as “new cases” only once per fiscal year (April 1st to March 31st), regardless of how often the client is seen. However, if the same client contacts the EAP later in the same fiscal year about an issue unrelated to the issue discussed the first time, the client is considered a new case.

The number of hours for one case must not exceed 6 hours (i.e. six 60-minute counselling sessions) without obtaining the prior written approval from the CBSA EAP Coordinator-Counsellor or National EAP Manager. Approval will only be granted upon demonstration of a thorough assessment and a plan to refer the employee to the appropriate community resource. The Contractor will ensure its counsellors understand the CBSA model and are able to explain it to clients. In circumstances where CBSA is asking an exception (for example, an exception to the maximum of 6 hours per case), the National EAP Manager will send the request to the Contractor's account manager, confirming that they can proceed above the maximum number of hours.

The following are **not** to be considered cases, and will be tracked separately:

- i) Clients who call for information or call requiring referral services only;
- ii) Advisory Services provided to managers, supervisors, union representatives and human resources professionals, unless counselling is provided; and,
- iii) Clients who initiate counselling services but do not attend their scheduled session regardless of modality.

CBSA National EAP Manager: The CBSA National EAP Manager has the functional and financial responsibility for the services delivered under this contract and is the CBSA EAP Project Authority.

CBSA EAP Coordinator-Counsellors: A CBSA employee and qualified mental health professional, designated to coordinate, deliver, manage and monitor the services offered through the EAP, for their assigned area or region. The CBSA EAP Coordinator-Counsellors are the regional contacts for the purposes of requesting services (e.g. grief and loss sessions, CISM services and learning solutions) under this contract. The Contractor will be provided with the names and contact information of the Coordinator-Counsellors at the time of contract award. The Project Authority will be responsible for maintaining an up to date list and providing it to the Contractor when any changes are made.

Client: a CBSA employee or a dependant who accepts the assistance of the EAP.

Client Case File: Any documentation pertaining to client case files whether they include clients personal identifying information or not.

Critical Incident/traumatic event: Any situation outside the range of normal experience that causes unusually strong emotional and/or physical reactions, either at the scene of the incident/event or later, that could interfere with one's ability to function. Examples include: line of duty death, armed or violent assault in the workplace, serious workplace accident, medical emergency or fatality in the workplace, and multi-casualty/disaster/terrorism incident.

Debriefing: A debriefing is a seven-phase structured group discussion for small groups occurring usually within one to ten days after a critical event. It is conducted by a trained mental health professional (CBSA EAP coordinator-counsellor, external service provider, or other consultant), often with the assistance of trained peers. Its aim is to facilitate closure, mitigate symptoms and triage individuals who may need further support.

Defusing: A defusing is a three-phase structured small group discussion held within hours of a critical event. Its aim is to assess, triage, mitigate acute symptoms, assess need for follow-up and, when possible, provide psychological closure. It is conducted by a trained mental health professional (CBSA EAP coordinator-counsellor, external service provider, or other consultant), or by a trained peer.

Dependant: For the purpose of this SOW, dependent means an employee's (or deceased employee) spouse, a dependent child of an employee or the dependent child of the employee's spouse, who is an unmarried child of an employee or of the employee's spouse, including an adopted child, a step child and a foster child in respect of whom the employee stands in loco parentis, provided such person is:

- Under 21 years of age;
- Under 25 years of age and attending an accredited school, college or university on a full-time basis; or,
- A person over 20 or 24 years of age who was a dependent child as defined above, when they became incapable of engaging in self-sustaining employment by reason of mental or physical impairment, and is primarily dependent upon the member for support and maintenance.

Employee: All persons currently employed by the Canada Border Services Agency in an indeterminate or determinate position, including students and employees who are hired on a part-time basis. Includes employees appointed on a full-time or part-time basis; term employees of at least six months plus one day including those with consecutive term extensions totaling six months plus one day; indeterminate employees, including seasonal and acting appointments of at least four months; employees/students who are retired, or whose employment has been terminated (for a 6 month period) or who are on leave without pay; and recruits at the Rigaud College who are enrolled in the Officer Induction Training Program as well as Recruits who are unsuccessful will have access for up to 5 days after termination. Note that contractor-consultants are not considered employees.

Employee Diversity: The diversity of employees is expressed by the individuality or uniqueness of people who differ in work and cultural backgrounds, experience, education, age, gender, race, ethnic origin, sexual orientation, religion, physical abilities, and all other ways in which we differ.

Fiscal year: Commences on April 1 of the calendar year and ends on March 31 of the following calendar year.

Record: All documentation pertaining to services rendered by the Contractor for the CBSA.

Referral: Is a process whereby the Contractor sends or transfers clients to outside/community resources or to other internal CBSA resources (e.g. CBSA EAP Coordinator-Counsellor, human resources advisor, informal conflict management advisor, union).

Self-Referral: Self-referral is a process used in rare instances by which clients requiring long-term counselling services are retained by the Contractor counselling services outside of this requirement.

Only to be used with prior approval of the National EAP Manager or EAP Coordinator-Counsellors. This is not recognized by the CBSA as a preferred practice.

Session: A session involves direct contact between the client and the professional counsellor, engaged in back and forth conversation, where both parties work collaboratively to resolve identified issues and concerns. The duration of one session must be between 50 and 60 minutes.

24-hour line: A 24-hour toll-free telephone number, accessible 365 days per year, for crisis intervention counselling.

3. REFERENCE DOCUMENTS

Treasury Board Secretariat Policy - Policy on People Management <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32621> and Directive on Employee Assistance Programs: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32639>

Public Service Health Care Plan: <http://www.pshcp.ca/>

4. REQUIREMENTS

4.1 Scope of Work

4.1.1 The Contractor must provide the following core EAP Services to Clients:

- a) Intake Services (as detailed in section 4.2.1);
- b) Short-Term Counselling Services (as detailed in section 4.2.2);
- c) Crisis Intervention Services (as detailed in section 4.2.3);
- d) Specialized Consultative Services (as detailed in section 4.2.4);
- e) Advisory Services (as detailed in section 4.2.5)
- f) Critical Incident Stress Management (CISM) Services via telephone (as detailed in section 4.2.6);
- g) Well-Being documentation (as detailed in section 4.2.7);
- h) Monthly Newsletters (as detailed in section 4.2.10)
- i) Promotional and information materials (as detailed in section 4.2.9)
- j) Monthly EAP Statistics (as detailed in section 4.2.11)
- k) Monthly Expense Reports (as detailed in section 4.2.11)
- l) Client Satisfaction Data (as detailed in section 4.2.11)
- m) National EAP Account Manager (as detailed in section 4.2.11).
- n) Website and Secure Web Portal (as detailed in section 4.2.12);
- o) EAP Application (app) (as detailed in section 4.2.13)
- p) Facilities for face-to-face counselling and Advisory Services (as detailed in section 4.2.14).

4.1.2 The Contractor must provide the following EAP Services on an as and when requested basis:

- a) Onsite Critical Incident Stress Management (CISM) Services (as detailed in section 4.2.6);
- b) Orientation and Wellness Sessions (as detailed in section 4.2.8);
- c) Additional Promotional and information materials (as detailed in section 4.2.9).

4.2 Tasks

4.2.1 Intake Services:

The Contractor must provide Intake Services Personnel that meet the qualifications detailed in section 7.2 as well as the facilities and equipment to provide telephonic and online Intake Services. The tasks include but are not limited to:

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- a) Document employee or dependant's contact information, the employee's status, whether they are Officer Induction Training Program (OITP) students at the Rigaud College, their region, ensuring the employee is eligible for the services, as per the definition of "Employee" and "dependant". If the employee works at HQ, identify the Branch they are working for (for statistical purposes), unless the client prefers not to provide this information:
- Intelligence and Enforcement
 - Commercial and Trade
 - Travellers
 - Information, Science and Technology
 - Human Resources
 - Finance and Corporate Management
 - Internal Audit and Program Evaluation, Chief Transformation Officer, CBSA Assessment and Revenue Management (CARM), and President' Office and Legal Services.
 - Strategic Policy
- b) Obtain emergency contact information from the client prior to proceeding with the intake service;
- c) Gather information on the area of concern for the client (i.e. presenting issue), and on any accessibility needs, to ensure a better client/counsellor and office location match;
- d) Performing risk assessments: If the client requests immediate intervention, the Contractor must oblige that request;
- e) Transfer calls or online messages requiring immediate intervention directly and without interruption to a professional counsellor, such as in cases of critical incidents or crisis situations. These calls/online messages must be considered cases as soon as there is direct contact between the client and a professional counsellor;
- f) Provide information about the short-term counselling services available under this contract, including, but not limited to: number of hours available, counselling modalities available, cancellation and no show policies;
- g) Inform the client to call Intake again if they have not received a call within 24 hours and have a system in place to verify that the client received a call back. If the CBSA National EAP Manager or a Coordinator-Counsellor informs the Contractor that an employee is still waiting for a call back, the Contractor should call the client, as agreed between the Contractor and the client;
- h) Book appointment with a professional counsellor with the expertise and/or interest related to the area of concern (the next available appointment that fits within the schedule of the client must be given) and who's office location/specifications meet the client's preferences or accessibility needs;
- i) If the client requests services in a language other than English or French, see if this can be accommodated at no extra charge;
- j) Provide call back within 24 hours in cases where an appointment cannot be booked at the time of the call and offer an appointment time within five (5) business days;
- k) Transfer CBSA Managers requesting assistance for their team following a critical incident immediately to a Professional Counsellor who meets the qualifications detailed in section 7.4;
- l) Advise CBSA employees who are not Managers requesting CISM assistance for their colleagues, to contact their regional CBSA EAP Coordinator-Counsellor or to inform their Manager to contact Intake Services. They must also be offered one-on-one assistance to help them deal with the critical incident. This can be offered immediately by transferring their call to a Professional Counsellor who meets the qualifications detailed in section 7.4, or an appointment could be scheduled if the situation is not urgent;
- m) Provide information and or referrals to other resources as appropriate.

4.2.2 Short-Term Counselling Services

4.2.2.1 Short-Term Counselling Services involves contacts between a client and a professional counsellor engaged in back and forth in-person, online or telephonic conversation, where both parties work collaboratively to resolve identified issues and concerns. For employees outside of Canada, services would be offered online or telephonic. The Contractor must provide the facilities and equipment to perform the following tasks, but are not limited to:

- a) All forms of communication or counselling modality must be explained to clients so that they make an informed decision around counselling options.

- b) The Contractor must offer counselling services outside the CBSA's facilities at a suitable time and location. The first counselling session should occur within 5 business days of the client contacting the Contractor unless unforeseen circumstances arise.
- c) If a client reaches a professional counsellor directly without first reaching intake services (e.g. crisis situation or online counselling), the professional counsellor must obtain emergency contact information from the client prior to proceeding further.
- d) Counselling services must be available Monday to Friday except for statutory holidays applicable to the province where the service is rendered.
- e) Counselling services must be available within the core business hours of 7:00 AM to 5:00 PM (local time).
- f) Evening hours (5:00 PM to 9:00 pm local time) must be made available to clients upon request.
- g) A schedule of counsellor availability and their specifications (i.e. if the office is in a private home or public building, if the office and washroom facilities are wheelchair accessible, and parking information) must be provided to Intake Services 3 weeks in advance.
- h) Scheduling of appointments must be arranged between the employee and the Contractor via intake services.
- i) A client can receive up to a maximum of six counselling hours per issue, as determined by the counsellor. The actual number of sessions must vary depending on the nature, the severity and urgency of the problem, and whether the issue is a short-term or long-term issue;
- j) The Contractor must maintain contacts with, and have established an inventory of, community resources, support agencies and service providers in a variety of EAP-related fields (addiction counsellors, group therapists, social workers, psychologists, etc.) in order to refer clients for longer-term or specialized counselling services as needed. The Contractor must send or transfer clients to outside/community resources or to other internal CBSA resources (e.g. CBSA EAP Coordinator-Counsellor, human resources advisor, informal conflict management advisor, and union) as needed.
- k) Information on, and referrals to community resources provided as part of the Intake Services or Counselling process, must not be charged separately as a stand-alone service.
- l) The Contractor must **not** retain clients (self-referral) **except** on rare occasions where the counsellor is the only available resource in the area or there is no equivalent resource available to provide the specialized treatment required. When the counsellor believes self-referral would be in the best interest of the client, the Contractor must discuss with the National EAP Manager or a CBSA EAP Coordinator-Counsellor and obtain written approval prior to the delivery of counselling. The Contractor must demonstrate they have explored all potential community resources and that there is no other resource available. This must include mention of the psychological services coverage available to CBSA employees under the Public Service Health Care Plan benefits.
- m) The Contractor must inform the client of the psychological services coverage available to CBSA employees under the Public Service Health Care Plan benefits.
- n) Short-term counselling should only be undertaken when some resolution to the issue can be arrived at within the limits of a short-term counselling model. The professional counsellors must perform a client assessment that includes the form of communication to be used, a risk assessment, short-term counselling when appropriate, referral to longer term or specialised community resources, and follow-up. If short-term counselling is not appropriate, referral to the appropriate resources must be made immediately after assessment.
- o) If the assigned professional counsellor becomes unavailable, the Contractor must inform the client and provide an alternative professional counsellor within 10 business days.

4.2.2.2 The Contractor must provide Short-Term Counselling Services using the following forms of communication. The form of communication to be used is to include an assessment, including a risk assessment, short-term counselling when appropriate, referral internal resources or to community resources for longer term or specialized services, and follow-up.

- a) **Face-to-Face Counselling** involves direct in-person contact between the client and the professional counsellor. Face-to-face counselling must be the first form of delivery modality for counselling

services. All other forms of communication must be explained to the client so that they can make an informed decision about which counselling delivery modality would best meet their needs and preference. The only exception is for employees outside of Canada (no face-to-face counselling available).

The Contractor must provide Professional Counsellors for Face-to-Face Counselling that meet the qualifications detailed in section 7.3. The Contractor must provide the facilities as detailed in section 4.2.13 for face-to-face counselling sessions.

b) Online Counselling is defined as all clinical consultations and services that are done via various Internet-assisted modalities (chat, email, and video conference), as described below. It is done through a Secured Web Portal. It uses a user-friendly platform (no software downloads are required) which allows the client to use the service easily, and a secure platform which assures client confidentiality and privacy. Online counselling is not appropriate for all types of situations and should only be presented to the client as an option and not as a recommendation, ensuring the choice remains with the client. The Contractor must avoid targeted promotional campaigns for online counselling services.

- i) **Chat:** synchronous online services providing clients with professional counselling delivered in real-time through text services. Clients correspond via text with a qualified counsellor for private, immediate clinical support regarding their issue. The Contractor must provide Professional Counsellors that meet the qualifications detailed in section 7.6.
- ii) **Email:** non-synchronous, professional, and confidential counselling service available directly through secure e-mail conferencing. If a client contacts a Professional Counsellor using their work e-mail, the contractor must make the client aware that the confidentiality of an e-mail exchange cannot be guaranteed and that all content shared by e-mail is not confidential and is the property of the CBSA. The Contractor must provide Professional Counsellors that meet the qualifications detailed in section 7.6.
- iii) **Video Conference:** Client and Professional Counsellor communicate with each other using a computer (a personal home computer can be used), webcam, landline, and encrypted custom Internet software enabling both parties to see and hear each other. The Contractor must provide Professional Counsellors for Video Conference that meet the Professional Counsellors for Face-to-Face Counselling qualifications detailed in section 7.3.

The Contractor must provide a Secure Web Portal as detailed in section 4.2.12.

Prior to proceeding with online counselling, the Contractor must:

- i) Make the client aware that the confidentiality of information exchanged through online counselling cannot be guaranteed;
 - ii) Ensure that the client provides consent to engaging in online counselling as a method of receiving counselling services. Consent can be obtained electronically by directing the client to the text for consent and to click an agreement checkbox (or similar) and a submit button (or similar);
 - iii) Screen clients on the suitability of online counselling for each client on a case-by-case basis. The screening process will include potential technological issues, language issues, keyboarding issues, presenting issues and clinical concerns. The screening process assesses the client for (but not limited to) risk of suicide, violence to or from others, or significant symptoms of a mental illness. Clients determined not to be suitable for online counselling will immediately be re-directed to intake services. If the situation is a crisis, the client will immediately be re-directed to crisis intervention counselling.
- c) Telephone counselling** involves contact between the client and the professional counsellor by telephone. It is not appropriate for all types of situations and should only be presented to the client as an option and not as a recommendation, ensuring the choice remains with the client.

4.2.3 Crisis Intervention Counselling

The Contractor must provide access to professional counsellors for crisis intervention counselling 24 hours per day, 365 days per year, through a toll free telephone number. If clients reach the intake services, who recognizes the call as requiring immediate intervention (or if the client requests immediate intervention), the call must be transferred directly and without interruption to a professional counsellor. If clients reach an after-hours voice automated system, they must be able to be connected directly with a professional counsellor within one button push. A recorded message with call back is not acceptable.

The Contractor must not record message with call back.

4.2.4 Specialized Consultative Services

The Contractor must provide basic advice and referral telephone services to clients in the Legal, Financial and Career subject areas. Legal Services must be provided by an entity that holds a Certificate of Qualification issued by the National Committee on Accreditation appointed by the Federation of Law Societies of Canada and the Committee of Canadian Law Deans to provide basic legal consultation to CBSA employees.

Clients who contact Intake Services and are identified as needing the service (or who call requesting the service directly) must be provided with an appointment at the time of the call, be referred to the specific services' telephone number or receive a call back within 24 hours from the Specialized Services offering them an appointment. The appointment must be offered within five (5) business days. Services are to be provided, upon request of the CBSA client by telephone, and to a maximum time of one hour per employee per issue per year, which does not have to be used all at once. Clients must be informed at intake that they have access to one hour of service. No additional fees should be charged for coordination of services or other administrative tasks.

The Contractor must provide Specialized Consultative Services on additional topics related to work and personal life, such as career counselling, eldercare, etc. at any time throughout the duration of the contract, when requested by the National EAP Manager.

4.2.5 Advisory Services

The Contractor must provide Professional Counsellors that meet the qualifications detailed in section 7.5, as well as the facilities and equipment to provide advisory services to supervisors, managers, human resources professionals and union representatives to assist them in helping employees deal with personal, health or work-related issues that may be affecting their work performance and well-being. All tasks and details described in 4.2.2 apply to Advisory Services.

4.2.6 Critical Incident Stress Management (CISM) Services

The Contractor must provide Professional Counsellors that meet the qualifications detailed in section 7.4 as well as the facilities and equipment to provide consultation related to critical incidents and where deemed necessary, defusing and debriefing sessions and other interventions (e.g. grief and loss sessions). The Contractor must provide telephone consultation and onsite CISM Services on an as and when requested basis at any CBSA location identified in Appendix 1. For locations outside of Canada, the services would be delivered virtually.

The types of incidents that would require a debriefing would include but are not limited to: line of duty death; suicide or homicide; armed or violent assault in the workplace; hostage-taking; disaster or fatality in the workplace, serious workplace accident, multi-casualty/disaster/terrorism incidents that occur in close proximity to a CBSA worksite and with excessive media interest/coverage. Other incidents may potentially require an intervention (e.g. injury or death of a co-worker outside the workplace; medical emergency, organizational restructuring, etc.).

The Contractor must ensure availability of their staff to meet this requirement at all times. These services can be requested and authorized by a CBSA EAP Coordinator-Counsellor or the appropriate CBSA manager. The Professional Counsellor must collect information from the CBSA Manager on the incident and the employees' reactions in order to determine if an intervention is necessary (onsite or virtual). The CISM Professional Counsellor must be onsite and in-person to deliver interventions (defusing or debriefing) within 24 hours of the request. This is the case even if the request is made outside of regular working hours, and will be specified in the authorized Task Authorization. They might be expected to deliver interventions with the help of a Peer, in order to facilitate the connection with the participants. If the Contractor has no counsellor available in the area requiring a CISM intervention, the Contractor is responsible for the travel expenses of a counsellor from another area.

4.2.7 Well-being Documentation

The Contractor must provide well-being documentation when appropriate. Prior to providing well-being documentation, the Contractor must ensure that the information will meet the client's needs and that the client would not be better served with Short-Term Counselling Services. The type of well-being documentation required can be provided in the form of: articles, packages on various topics (examples of topics: workplace stress, career enhancement, parenting, improving relationships, separation/divorce, etc.). Documentation packages can include books, articles and self-help questionnaires/activities. This request does not constitute a case and should be recorded separately.

4.2.8 Orientation and Wellness Sessions

The Contractor must provide the resources and materials (e.g. slides, binders, booklets) to deliver onsite, at any CBSA location identified in Appendix 1, and virtual EAP Orientation and Wellness sessions on an as and when requested basis. The Contractor must provide their own platform with audio and visual for virtual sessions at no extra cost, with a back-up audio. The resources and materials must be provided by e-mail to the person who requested the session at least 24 hours before the session. Onsite and virtual sessions must be available during the evening and weekend to meet the requirements of a 24/7 work environment. Sessions requested outside of Canada can be delivered virtually. The number of participants in each Orientation and Wellness Session must be tracked by the Contractor and provided to CBSA.

EAP Orientation Session: one-hour session or lunch and learn providing information on all the services available and how to access them, the forms of communication available, who can access the services, limits of confidentiality, examples of reasons for accessing services and the toll free telephone numbers.

Wellness Session: The Contractor must provide one-hour, two-hour, half-day, and full-day educational sessions (e.g. lunch and learns, seminars, workshops) on topics related to issues of health and wellness of employees and managers (for example, sessions on grief, parenting, stress management, balancing work and personal life). The sessions must be delivered by a Professional Counsellor that meets the qualifications detailed in section 7.3 or a Facilitator that meets the qualifications detailed in section 7.7.

For the one-hour sessions, the Contractor must provide a minimum of 15 topics to choose from, related to issues of health and wellness of employees and managers. The length of the session, selected topic, method of delivery and number of participants will be identified in an authorized Task Authorization. The authorized user requesting the session will provide the Contractor with the email address(es) for any relevant materials to be provided 24 hours prior to the session start date. At least 15 of the one-hour sessions must be made available both virtually and in-person.

4.2.9 Promotional and Information Materials

The Contractor must provide promotional and informational materials on an as and when requested basis including, but not limited to, brochures, posters, wallet cards and fridge magnets. It is estimated that approximately 15,000 of each type will be required for the duration of the contract. The materials are to be provided on an as and when requested basis and the Project Authority will confirm the delivery addresses at the time of the request. The promotional and informational material must, at a minimum,

include the toll free telephone number(s) and TTY number(s). If the Contractor has separate telephone numbers for intake services and crisis intervention counselling, then this distinction must be clearly made on all promotional and informational material, clearly advising the reader what each telephone number is for.

CBSA reserves the right to request additional materials over and above the estimated 15,000 on an as and when requested basis; this number is an estimate only to provide the Contractor with an idea of the anticipated requirement.

4.2.10 Newsletters

The Contractor must produce a monthly EAP newsletter that is to be distributed directly to the CBSA National EAP Manager and the EAP Coordinator-Counsellors by e-mail. The newsletters must include articles on different well-being topics such as mental health, emotional and physical well-being, addictions, family and work-related issues, etc. The newsletters must also include the Contractor's toll free number. If the newsletters are linked to content on the Contractor's Website, a PDF format must also be provided.

4.2.11 National EAP Account Manager

The Contractor must provide a bilingual National Account Manager that meets the qualifications detailed in section 7.1. The National Account Management must perform the following tasks, but are not limited to:

- a) Primary contact for expertise as required for consultation and clarification purposes, for all matters related to this contract;
- b) Work with the CBSA National EAP Manager, providing consultative support, responding to inquiries regarding the services offered;
- c) Work with the Regional CBSA EAP Coordinator-Counsellors or identifying regional account managers to work with them;
- d) Ensure that all personnel who are providing services to CBSA clients meet the qualifications;
- e) Ensure that all deliverables are met, within the prescribed timelines;
- f) Ensure that clients get a call back within the prescribed timelines;
- g) Meet with the CBSA National EAP Manager on an as-needed basis and make sure that complaints are dealt with in the prescribed timelines;
- h) Provide quality assurance for the services provided, which includes, but is not limited to: identifying issues and providing clarification as required, and recommending corrective actions to ensure that all services meet best practices and all the requirements including the language requirement; and
- i) Apply the Project Management Plan and the Program Monitoring and Quality Control Services as detailed below.

Program Monitoring and Quality Control Services

The Contractor must provide Program Monitoring and Quality Control Services, as well as, the facility and equipment to perform the following tasks, but are not limited to:

- a) The National EAP Account Manager must attend, upon request from the CBSA EAP Coordinator-Counsellor, meetings with the National EAP Advisory Committee. These meetings may occur on a yearly basis, virtually or at a CBSA location in Ottawa, Ontario.
- b) The Contractor must provide monthly EAP statistics, in a format determined by CBSA (currently requiring the ability to use Microsoft Excel), including but not limited to the number of cases, new clients, types of issues, hours of service delivered, CISM services, orientation and wellness sessions (including number of participants), advisory services, promotional activities, etc. A copy of the CBSA statistical form is included as Appendix 2 and will be available electronically (may be updated as required). Statistics must be sent by e-mail on a monthly basis to the National EAP Manager no later than 4 weeks after the end of each month.

- c) The Contractor must submit to the National EAP Manager monthly expense reports broken down by region, with the following information: client number/case ID, service provided, total number of hours for the month, total number of hours year to date, cost per hour and total cost (matching the cost of the monthly invoice) to support the time claimed. Monthly reports must be sent monthly to the National EAP Manager by e-mail no later than 2 months after the end of each month. Reports are to be based on fiscal years running from April 1st to March 31st.
- d) As part of the CBSA's monitoring of the Contractor's EAP services for quality assurance, and service improvement purposes, the Contractor must collect Client satisfaction data. All incidents and complaints must be reported within 24 hours to the CBSA National EAP Manager and a response and solution from the Contractor within 3 days of receiving the complaint. Client satisfaction questionnaires are to be provided to every client receiving counselling services. In keeping with CBSA and EAP industry standards, the client's participation is voluntary, the completed questionnaires will be kept confidential, and any reporting will be done in a manner that protects the anonymity and privacy of the client. The aggregated data will be provided by e-mail in a Client Satisfaction Summary Report on a quarterly basis to the National EAP Manager no later than 4 weeks after the end of the quarter (the fourth quarter ends March 31st). The data to be collected and reported must include, but is not limited to:
- i. The total number of Client satisfaction questionnaires sent out and returned during a one-year period (response rate).
 - ii. Quantitative data measuring Client satisfaction related to the quality of service, both for Counselling and Intake Services.
 - iii. Quantitative data measuring Client satisfaction related to the effectiveness of Counselling Services.
 - iv. Qualitative data related to client's experience with the service provider (which may include intake, counselling, referral services).
 - v. Number and nature of incidents and complaints and their outcomes, and
 - vi. The roll-up of all the responses of clients and the compilation of the statistical data documented at intake.

4.2.12.1 Website and Secure Web Portal

The Contractor must have a website and display all relevant EAP contact information in both official languages. The website must include a Secure Web Portal for online counselling services. The secure web portal must have a secured data transmission and storage on a stable platform. The Contractor must provide registration instructions to the client.

4.2.13 EAP Application (app)

The Contractor must have a Mobile App, with in-app service booking functionality and 24/7 access to general health and wellness information.

4.2.14 Facilities for Face to Face Sessions

The Contractor must provide all the facilities for face-to-face counselling sessions and face-to-face advisory services within 100 km of all CBSA work locations identified in Appendix 1 (except for the offices located outside of Canada – those services can be offered virtually). For CBSA worksites located in cities that have over 100,000 residents in population, services must be offered within a distance of 50 km.

The Contractor must be able to provide access to its services to persons with disabilities. The facilities must be wheel chair accessible and must have a sound proofed private office not open to public view. They must also have an inclusive and professional environment.

4.2.13 Accessibility

Considering accessibility needs is a priority of the Government of Canada. Notwithstanding any other identified requirements related to accessibility, the Contractor must address any accessibility

requirements identified in a Task Authorization related to the deliverables and services provided as a result of the contract. As required, details and specifications related to the necessary accessibility needs will be identified. The Task Authorization authority will work closely with the Contractor to ensure the required steps are taken to accommodate the needs of each CBSA employee.

5. DELIVERABLES AND ACCEPTANCE CRITERIA

- 5.1 The Contractor must provide the following services as detailed in this SoW: Intake Services, Short-Term Counselling Services, Crisis Intervention Counselling, Specialized Consultative Services, Advisory Services, Critical Incident Stress Management Services, Well-Being Documentation, Orientation session and Wellness Sessions, Promotional and Information Materials, Newsletters, National EAP Account Manager, Program Monitoring and Quality Control Services, Website and Secure Web Portal, EAP Application, Facilities for face-to-face Sessions.
- 5.2 The Contractor must provide the following reports in an electronic format and send them to the CBSA National EAP Manager:
- a) Monthly Statistical Report detailed in section 4.2.11(b);
 - b) Monthly Expense Report detailed in section 4.2.11 (d); and
 - c) Quarterly Client Satisfaction Summary Report detailed in section 4.2.11(e).
- 5.3 The Contractor must provide the Newsletter detailed in section 4.2.10 in an electronic format and send it to the CBSA EAP Coordinator-Counsellors and CBSA National EAP Manager's mailbox on a monthly basis, at a minimum.
- 5.4 The Contractor must deliver the Promotional and Information material on an as and when requested basis; the material must be delivered within 30 calendar days of receipt of a task authorization issued by the CBSA National EAP Manager. The CBSA National EAP Manager will provide the type and quantity of the material required as well as the addresses for delivery.
- 5.5 The Contractor must provide a Project Management Plan, 15 calendar days after contract award, which must include at a minimum:
- a) A complete list of addresses including postal codes of facilities where face-to-face counselling and advisory services will be delivered for each CBSA worksite identified in Appendix 1. An updated list of addresses must be sent to the National EAP Manager on an annual basis.
Canada reserves the right to visit the location(s) of the Contractor within 48-hours of a written notice.
 - b) A complete list of the proposed Professional Counsellors, with the professional title (e.g. Registered Social Worker), the name of the provincial or national association/licensing body of which they are a current member, and their address, including postal code. An updated list must be sent to the National EAP Manager on an annual basis.
 - c) A list of the subjects offered for the Wellness sessions detailed in section 4.2.8 as well as a brief description. An updated list must be sent to the National EAP Manager on an annual basis. The Contractor is expected to update the content of the Wellness sessions to make sure they are current, and offer additional topics throughout the life of the contract;
 - d) A document detailing how the Contractor data sets will be mapped to categories on the CBSA statistical form;
 - e) A list of questions that are asked at Intake;
 - f) The toll free number and TTY for all the EAP Services;
 - g) A description of the contingency plan demonstrating the ability to continue to provide coverage in the event of a pandemic;
 - h) A description of the controls in place to monitor and supervise all the resources;
 - i) A description the Quality Assurance process detailed in section 4.2.11;

- j) A description of the complaint resolution mechanisms, procedures, roles and responsibilities;
- k) A description of the file keeping procedures; and
- l) Examples of assessment forms, including any risk assessment questionnaires.

The Project Management Plan must be submitted in an editable version of MS Word. The document must be sent by e-mail to the CBSA National EAP Manager. CBSA will have 30 calendar days to review and provide feedback. A new version must be submitted within 30 calendar days of CBSA response with the feedback incorporated in the document.

6. CONSTRAINTS

6.1 Confidentiality and Privacy

Refer to Treasury Board of Canada Secretariat's Directive on Employee Assistance Programs:
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32639>.

6.2 Pandemic

The Contractor must be capable of providing coverage in the event of a pandemic. The pandemic plan should include at a minimum the following elements:

- a) The name of the team or individual responsible for the implementation of the pandemic plan as well as their back-up;
- b) The list of services deemed essential and how these will be maintained; and,
- c) The process to be used to make this information available to CBSA employees.

6.3 Language Requirements

All Services provided by the Contractor must be offered in both of Canada's official languages (English and French). The Contractor must answer telephone and TTY text calls in the same language as the client or at the client's choice. The services must not be altered in any way based on the language requirement (e.g. Francophones must have access to all the same services and specialists in French as Anglophones have in English). The use of translators, or a spokesperson, is not acceptable for any services).

All material, website, newsletters and e-mail communications to be distributed must be in both official languages.

All services provided on as and when requested basis identified in section 4.1.2 must be available in both official languages. The language will be defined in each individual authorized task.

The Contractor must be able to provide sign language interpretation for the deaf and hard of hearing as required at no extra charge.

The National Account Manager must be fluent (listening, speaking, reading and writing) in both of Canada's official languages (English and French) for written and oral communication and be able to respond to calls and e-mails in English and French without any assistance and be able to participate actively in meetings conducted in English or French.

6.4 Services to Persons with Disabilities

The Contractor must provide access to its services to persons with disabilities. The offices must be wheelchair accessible and the Contractor must have TTY text telephone for persons with hearing disabilities, and provide sign language interpretation as required.

7. RESOURCE QUALIFICATIONS

7.1 National EAP Account Manager

The National EAP Account Manager must have a minimum of 2 years of experience within the past 5 years providing account management services for an organization/service of at least 10,000 employees. The Account Manager must also be fluent in English and French for written and oral communication.

7.2 Intake Services Personnel

Intake Services Personnel must have a Bachelor's degree, other university diploma or a Master's degree in Social Work, Psychology or in another discipline related to counselling, with a minimum of 1 year experience in EAP or related crisis intervention work.

The education must be from a recognized Canadian university or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site at <http://www.cicic.ca/2/home.canada>

Should the Contractor retain new intake services resources, they must meet the above requirements to provide services to the CBSA.

7.3 Professional Counsellors for Short-Term Face-to-Face Counselling Services

Professional Counsellors must have a Master's degree in social work, psychology or related fields (with a minimum 3 years' experience providing EAP or related clinical counselling services). Professional counsellors must maintain current membership in EAP-related, mental health or clinical counselling professional governing body that has a code of ethics and means of investigating complaints and imposing disciplinary measures or legal sanctions in a similar sized and mandated organization (for example: any provincial or national associations, colleges or orders).

The education must be from a recognized Canadian university or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the [Canadian Information Centre for International Credentials web site](http://www.cicic.ca/2/home.canada) at <http://www.cicic.ca/2/home.canada>

7.4 Professional Counsellors for Critical Incident Stress Management (CISM) Services

Qualifications of Professional Counsellors providing CISM services are the same as the qualifications for professional counsellors in section 7.3 in addition to have successfully attended a Basic* training in Critical Incident Stress Management from the International Critical Incident Stress Foundation (ICISF) or other equivalent training. This training must have been facilitated by experts in the trauma management field, as demonstrated by their credentials and experience in areas related to Post Traumatic Stress/Critical Incident Stress.

* Basic or Level 1 type course: This training would be called basic, level 1 or other similar name. It would present the core elements of a comprehensive, systematic and multi-component crisis intervention curriculum. Its purpose is to prepare the participants to understand a wide range of crisis intervention services. Fundamentals of Critical Incident Stress Management (CISM) would be outlined and participants would gain the knowledge and tools to provide several group crisis interventions, specifically demobilizations, defusing Debriefings. The need for appropriate follow-up services and referrals when necessary would be included. Training would be approximately 14 hours in duration.

7.5 Professional Counsellors for Advisory Services

Qualifications of professional counsellors providing Advisory Services are the same as the qualifications for professional counsellors in section 7.3 in addition to 3 years of experience providing advisory services to managers, supervisors and union representatives in an EAP context.

7.6 Professional Counsellors for Online Counselling Services

Qualifications of Professional Counsellors providing Chat, e-mail and Counselling by Video Conference are the same as the qualifications for professional counsellors in section 7.3. In addition to these requirements they must have a minimum of twenty (20) hours of online counselling training, or a certification or diploma in online counselling, covering topics including netiquette (a way of talking in shorthand and using symbols to indicate emotion), gender and cultural issues, interpreting tone, mindset, and mental constructs and delivering clinically appropriate messages to clients.

Should the Contractor retain new counsellors, they must meet the above requirements to provide services to the CBSA.

7.7 Facilitators

The Facilitators must have Bachelor's or Master's Degree in Social Work, Psychology or in another discipline related to counselling with a minimum 3 years' experience providing clinical counselling services or delivering wellness sessions.

The education must be from a recognized Canadian university or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site at <http://www.cicic.ca/2/home.canada>

CBSA reserves the right to request evidence of the compliance with the above mandatory qualifications at any time during the contract period.

8. INFORMATION MANAGEMENT

The Contractor must keep all records such as reports, monitoring, statistics, and training, but excluding Client Case Files, for 5 years following the end of the contract.

The following clauses are applicable to Client Case Files in all paper and electronic format:

8.1 Ownership of Personal Information and Records

To perform the work, the Contractor will be provided with, and will be collecting, Personal Information from CBSA, CBSA employees, other related clients and hired professional counsellors, as well as previous contractors when applicable. The Contractor acknowledges that it has no rights in the Personal Information and the Records.

8.2 Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

8.3 Collection of Personal Information

- 8.3.1 If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the client to whom it relates and the

Contractor must inform that client (at or before the time when it collects the Personal Information) of the following:

- a. that the Personal Information is being collected on behalf of CBSA;
- b. that reports containing only general information limited to functional information such as reports, monitoring, statistics, and training will be provided to CBSA;
- c. how that Personal Information will be used;
- d. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information as per section 8 of the *Privacy Act*, the basis of that legal requirement;
- e. the consequences, if any, of refusing to provide the information; and
- f. that the client has a right to access and have his or her own Personal Information corrected through a formal request to CBSA.

8.3.2 The Contractor, its subcontractors, and their respective employees must identify themselves to the client from whom they are collecting Personal Information and must provide those clients with a way to verify that they are authorized to collect the Personal Information under a Contract with CBSA.

8.3.3 Personnel Restrictions:

Access to EAP Client Case Files is to be controlled and limited to only authorized personnel who have a job-related need-to-know (i.e. Contractor office administration personnel where the files are housed, Intake Services resources or anyone else who is designated to have access to certain pieces of information within the files).

8.3.4 If required, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless CBSA or the Contracting Authority first approves it in writing. The Contractor must also obtain CBSA's or the Contracting Authority's approval before making any changes to a form or script.

8.3.5 At the time it requests Personal Information from any client, if the Contractor doubts that the client has the capacity to provide consent to the disclosure and use of its Personal Information, the Contractor must ask the Technical Authority for instructions.

8.4 Maintaining the Accuracy, Privacy and Integrity of Personal Information

8.4.1 The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:

- a. maintain Records containing hard or soft copy data of all documents relative to all instances for each client who has used the EAP services;
- b. not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
- c. segregate all Records from the Contractor's own information and records;
- d. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- e. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any client Personal Information

and the Contractor must keep a record of the training and make it available to the Technical Authority if requested;

- f. if requested by the Technical Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Technical Authority) their responsibilities to maintain the privacy of the Personal Information;
- g. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- h. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- i. keep a record of the date and source of the last update to each Record;
- j. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and
- k. secure and control access to any hard copy Records.

8.4.2 Client Case File Content/Restrictions:

Client Case Files, paper form and in an electronic format, must not contain any personal identifying information. Any identifying information is to be kept separate and cross-referenced in a separate document. The Contractor must not record personal information relating to a third party in a Client Case File. Client Case Files must include dates, the general nature of problems, progress notes, recommended referrals and non-medical reports related to a client's work capability or limitations. Client Case Files should be stored in a secure, locked cabinet or safe.

8.5 Safeguarding Personal Information

8.5.1 The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- a. store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- b. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- c. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Technical Authority has first consented in writing;
- d. safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;

- e. maintain a secure back-up copy of all Records, updated at least weekly;
- f. implement any reasonable security or protection measures requested by the Technical Authority or Contracting Authority from time to time; and
- g. notify in writing the Technical Authority and Contracting Authority immediately of any security or privacy breaches; for example, any time an unauthorized individual accesses any Personal Information.

8.5.2 Electronic files:

Any electronic files must follow standardized procedures to ensure that files can be readily accessed or retrieved, that back-up files exist and that the strict requirements of retaining hand written files continue to be followed. Provision also must exist within the computer system for a print -out of the file. Electronic data and Computer discs must be stored in a locked container. Electronic records must be maintained in accordance with the provisions of the Protection of Personal Information in the Private Sector: <https://laws-lois.justice.gc.ca/eng/acts/P-8.6/index.html>

Additional information on Direction for Electronic Data Residency can be referenced at <https://www.canada.ca/en/government/system/digital-government/digital-government-innovations/cloud-services/direction-electronic-data-residency.html>

8.6 Appointment of Privacy Officer

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Technical Authority within ten (10) days of the award of the Contract.

8.7 Quarterly Reporting Obligations

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Technical Authority:

- a. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- b. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- c. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and

8.8 Threat and Risk Assessment

Within ninety (90) calendar days of the award of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must submit to the Technical Authority a threat and risk assessment, which must include:

- a. a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;
- b. a list of the types of Personal Information used by the Contractor in connection with the Work;
- c. a list of all locations where hard copies of Personal Information are stored;

- d. a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- e. a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
- f. a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
- g. a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
- h. an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

8.9 Audit

In relation to the Contractor's Management of Information, CBSA may, at its discretion, audit the Contractor's compliance with the terms outlined in this Section 8 at any time. If requested by the Contracting Authority or Technical Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises and to the clinical client case files at all reasonable times. If Canada identifies any deficiencies the Contractor must immediately correct the deficiencies at its own expense.

8.10 Statutory Obligations

- 8.10.1 The Contractor acknowledges that the Personal Information and the Records must be handled in accordance with the provisions of Canada's Privacy Act, Access to Information Act, R.S. 1985, c. A-1, and Library and Archives of Canada Act, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Technical Authority or Contracting Authority that is reasonably required to ensure that any obligation under these acts and any other legislation in effect from time to time are met.
- 8.10.2 The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevents it from meeting its obligations under any of these laws, the Contractor must immediately notify the Technical Authority and Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

8.11 Retention and Disposal:

Retention of EAP Client Case Files must be done in accordance with CBSA's retention and disposal standard which is 2 years after the date of the client's most recent contact with EAP. Files can, however, be kept longer according to the standards of the professional association to which the counsellor belongs, to the Privacy Act that states operational requirements of each Department/Agency (Department of Justice Canada, 1985), or the accreditation organization of the Contractor.

EAP Client Case Files are to be destroyed 2 years after the date of the client's most recent contact with EAP. Files can, however, be destroyed earlier if requested by the client or with the client's consent.

EAP Client Case Files must be destroyed by commercially available strip shredders (maximum 10 mm width).

8.12 Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Technical Authority, in order to provide the Technical Authority with an opportunity to participate in any relevant proceedings.

8.13 Complaints

CBSA and the Contractor each agree to notify the other immediately if a complaint is received under the [Access to Information Act](#) or the [Privacy Act](#) or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.