



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

Attn: ContractingandMaterielServices.GEN-PAC@csc-scc.gc.ca
 Re: Solicitation # 21836-21-0102

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel :

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

Title — Sujet: Psychological Counselling Services – Kent Institution	
Solicitation No. — N° de l'invitation 21836-21-0102	Date: 2021-10-28
Client Reference No. — N° de Référence du Client 21836-21-0102	
GETS Reference No. — N° de Référence de SEAG PW-21-00973042	
Solicitation Closes — L'invitation prend fin at / à : 2 :00 (PDT) on / le : November 15, 2021	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: ContractingandMaterielServices.GEN-PAC@csc-scc.gc.ca	
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction:	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
_____ Name / Nom	_____ Title / Titre
_____ Signature	_____ Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

2. SACC manual clause A3080T – COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to contract award will render the bid non-responsive.

3. Statement of Work

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

4. Revision of Departmental Name

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

5. Debriefings

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

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns



Correctional Service Canada Service correctionnel Canada

are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: one-hundred twenty (120) days

2. Submission of Bids

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

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

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

3. Former Public Servants

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;



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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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



4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** business days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia (BC)**.

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid: **one (1) electronic copy in PDF format**

Section II: Financial Bid: **one (1) electronic copy in PDF format**

Section III: Certifications: **one (1) electronic copy in PDF format**

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

Bidders should submit their technical bid and financial bid in two (2) separate documents.

2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

3. Section II: Financial Bid

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

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation



4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

Note to Bidders: Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Two (2) contracts will be awarded.

3. Insurance Requirements

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder 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 Bidder 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 a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed [Integrity Declaration Form](#). Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 Integrity Provisions – Required documentation



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

- i. Bidders that are corporate entities, including those bidding 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. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

Four horizontal lines for writing the list of names, arranged in two columns of two lines each.

OR

[] The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.4 Status and Availability of Resources

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

1.5 Language Requirements - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s)



proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

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

1.7 SACC Manual clause A3081T – COVID 19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____



Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

1.8 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.9 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.

1.10 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 their licence to practice psychology has no restrictions;

OR

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



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



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE No. 21836-21-0102

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

CSC Approved Health Services Exemption for the Removal, Offsite Storage and Electronic Data Processing of Offender Personal Medical Information under CSC issued contracts.

1. The Contractor/Offeror must practice and take measures to protect shared personal health information in accordance with the applicable legislation which governs the disclosure of personal and health information under federal and provincial laws, applicable provincial health information acts, and the provincial/territorial regulatory body's professional practice standards. This includes collection, receipt, transmission, storage, disposal, use and disclosure of information under its control among authorized persons of employees of the Contractor/Offeror.
2. In case of security breach or the unauthorized use of shared personal information, the Contractor/Offeror must notify the CSC Project Authority and implement all procedures and disclosure requirements as defined by their professional certifying body and those required of federal and provincial laws and regulations.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex A**.



3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4013 – Compliance with On-Site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

3.3 Replacement of Specific Individuals

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

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of **December 1, 2021 to November 30, 2022**.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional one (1) year period(s)** under the same conditions. The Contractor agrees



that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

4.3 Option to Extend – Transition Period

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Teri Fraser
Title: A/Contracting & Procurement Specialist
Correctional Service Canada
Branch/Directorate: Regional Headquarters - Pacific
Telephone: 604-851-3233
Facsimile: 604-870-2444
E-mail address: Teri.Fraser@csc-scc.gc.ca

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

[Fill in at contract award only]

5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX)
Title: (XXX)
Correctional Service Canada
Branch/Directorate: (XXX)
Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the



Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

- Name:
- Title:
- Company:
- Address:
- Telephone:
- Facsimile:
- E-mail address:

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of \$ _____ [insert the amount at contract award]. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ [insert the amount at contract award]. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

6.4 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

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

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

7.1 Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

a. Psychology Services Invoice Format

All invoices must include the following as a minimum:

- Name of Contractor
- Registration/License Number
- Contract Number
- Date(s) of Service
- Date of Invoice
- Total billable hours by type of service (e.g. mental health assessment, mental health screening, counselling, as applicable)
- Total number risk assessments, if applicable
- Total fees

b. Additional Information for the Project Authority:

- i. The Contractor must submit to the Project Authority only the list of offenders for which risk assessments were performed during the period covered by the invoice, if applicable; and
- ii. The contractor must submit their clinic list for the period covered by the invoice, if applicable.

8. Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the



Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia (BC)**.

10. 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 Articles of Agreement;
- (b) the Supplemental General Conditions 4013 Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- (c) the General Conditions 2010B (2020-05-28), Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____ **[to be inserted at contract award]**.

11. Insurance Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in **Annex E** Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 11.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

13. Ownership Control



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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor must 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

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

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

15. Tuberculosis Testing

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

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

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

16. Compliance with CSC Policies

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

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

16.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.



17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

20. Contract Administration



The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

21. Privacy

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

21.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must 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 must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

23. 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:

- 1.1 The Correctional Service of Canada (CSC) Health Services require the services of a psychologist, for Kent Institution in the Pacific Region. The psychologist must be registered for autonomous practice in the province of practice.

The psychologist must provide psychological assessment, treatment, or both services to offenders and collaborate with the interdisciplinary health services team that includes, but is not limited to nursing, psychology, social work, occupational therapy and other allied healthcare professionals.

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 in keeping with professional standards”.
- 2.2 CSC’s Health Services is accredited by Accreditation Canada and meet the same level of professional standards as health care providers in the community.
- 2.3 The Commissioner’s Directives 800 series are the key references on essential health services covering Clinical services, mental health and public health services.
- 2.4 Correctional Service Canada (CSC) delivers mental health care and physical health care services and programs to improve inmate health and contribute to safer communities.
- 2.5 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.
- 2.6 In institutional settings, Health Services are provided in Health Service Centres in institutions, regional hospitals and regional treatment / psychiatric centres. In CSC, health care is provided by a range of regulated and non-regulated health professionals.

3. Objective:

- 3.1 Provide essential mental health intervention and/or psychological assessment to offenders, as requested by the Project Authority, at **Kent Institution** as a psychologist.

3.2 Treatment Orientation

All psychological treatments contractors provide to offenders must be trauma informed and 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 however priority should be placed on the amelioration of the offender's mental health, emotional or behavioural functioning, that moderately to severely impacts or interferes with the offender's daily functioning.

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 Indigenous 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, professional 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 provincial regulatory body in the province(s) of practice, the Code of Ethics for Psychologists and relevant legislation guiding the practice of Psychology within correctional settings.
- c. The Contractor must 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. The Project Authority or designate will provide oversight of clinical documentation to determine if it meets CSC and professional standards. If documentation is judged to be substandard, the Contractor must amend the documentation as requested at no extra cost to the Crown. The Contractor must complete the amendments and submit the amended documentation to the Project Authority within one (1) week following the date when the amendment was requested.
- e. The Project Authority will monitor the timeliness of the submission of all documentation on an ongoing basis. Timeliness will form part of the assessment of the Contractor's work.

4.3 The relevant legislation and CSC Policies and Guidelines on mental health care are available on CSC's intranet website referred to as "the HUB" and the Commissioner's Directives are available on CSC's website at www.CSC-SCC.GC.ca. The Contractor may request hard copies of relevant policies, guidelines and standards from the Project Authority. The Project Authority will forward all new relevant policies/guidelines to the Contractor by email.

4.4 Documentation on CSC's 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 and CSC's Integrated Mental Health Guidelines.
- b. The Project Authority, at their entire and sole discretion, may provide an encrypted laptop to the Contractor for documentation in CSC's Electronic Health Care Records. The Project Authority will obtain all necessary CSC internal approvals and must comply with requirements for taking CSC assets off site. The Project Authority will also ensure the Contractor is aware of all CSC requirements regarding care and protection of CSC assets and IT security requirements including those associated with the use of Portable Data Storage Devices (encrypted laptops).
- c. As an accountability and quality assurance measure, the Project Authority or delegate will periodically review the Contractor's documentation for compliance with contract requirements, consistency and completeness.

4.5 Limits of Confidentiality



- a. As the limits of confidentiality are broad, as described in CD 803 - Consent to Health Service Assessment, Treatment and Release of Information, the Contractor must obtain consent 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. Contractors must use CSC Form 4000-18: Consent to Participate In / Receive Health Services for all cases and ensure that the form is signed by the offender and a witness prior to any assessment or mental health intervention. The Project Authority will supply copies of this form to the Contractor upon request. The Contractor must document the consent process in all reports by the Contractor.

4.6 Information Sharing – Psychology Reports

- a. The Contractor must share with the offender all reports that are written for health purposes, for Case Management purposes (including for the Parole Board of Canada), and those that contribute to decision-making with the offender. Correctional Service Canada policy specifies that the Contractor and offender sign and date the report at the time that the report is shared. The Contractor must advise the Project Authority if they are unable to share the reports and coordinate signatures with the offender. At the discretion, and with prior approval of the Project Authority, CSC will assume the information sharing and offender signature responsibility.
- b. The Contractor must sign completed psychological documentation. The Contractor assumes all responsibility for clinical documentation content.

5. Tasks:

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

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

- a. Participate in meetings as a consultant including interdisciplinary health case conferences, and other related activities as requested;
- b. Participate in CSC training, including orientation to CSC as requested;
- c. Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested;
- d. Prepare and submit offender psychological assessment and treatment plan reports upon acceptance of an offender; clinical documentation for each therapeutic contact with the offender; and
- e. Complete Progress Summaries after twelve (12) sessions with the offender and at termination of treatment. The Project Authority must approve any intervention beyond 12 sessions.

5.2 Mental Health Counselling and/or Assessment Process in Institutional Sites:

The Contractor must:

- a. Provide psychological assessment and treatment for individual offenders;
- b. Participate in discharge and release planning as requested;



- c. Arrange, in advance, to conduct interviews, and file reviews at times mutually agreed upon with the Mental Health Department;
- d. Prior to conducting any assessment or intervention the Contractor must review relevant health care and Case Management information. The Contractor must inform the offender that the services to be provided are brief and that long-term follow-up (if deemed necessary) is the responsibility of the CSC Mental Health Department;
- e. Provide consultation to other health care providers to facilitate continuity of care;
- f. The Project Authority or designate will assign all cases;
- g. In all clinical work, the Contractor must make recommendations, in writing, regarding intervention strategies (treatment plan) and based on psychological assessment (i.e., the identification of presenting issues, diagnosis symptomatology and the purpose of the referral);
- h. The Contractor must provide a verbal report to the Chief of the Mental Health Department and/or other pertinent staff immediately subsequent to the interview for any cases that are at risk of suicide/self-harm, or are obviously mentally unstable;

5.3 Subcontracting

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

5.4 Location of Work

- a. The Contractor must provide mental health care to offenders at the following locations:
 - I. On-site at the Institution mentioned under section 3;
 - II. Through Telepsychology sessions (psychology services by videoconference), and in line with security requirements, as requested and approved by the Project Authority.
- b. The Contractor must conduct offender interviews in areas designated by the Project Authority, as per operational requirements.
- c. **Telepsychology by Videoconferencing**
The Contractor must contact the Project Authority to obtain written approval prior to any work being done via videoconference. The Project Authority will grant approval, at their 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 As requested by the Project Authority or designate, the Contractor must participate in various CSC internal offender grievance/investigation processes which may include a review of the Contractor's documentation on the EMR. Upon request from the Project Authority, the Contractor may have to undergo interviews as a result of an offender grievance/investigation process. Participation in interviews as part of a grievance/investigation process will be billable at the hourly rate up to a maximum of one (1) billable hour per interview.
- 6.2 At the request of the Project Authority, the Contractor must participate in CSC Boards of Investigation. Participation in Boards of Investigation will be billable at the hourly rate up to a maximum of one (1) billable hour per meeting.

7. Notification Requirements:

- 7.1 The Contractor must immediately 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 immediately must notify the Project Authority immediately of any complaints lodged against the Contractor.

8. Security:

- 8.1 The Project Authority and CSC security must approve, in advance, all equipment or articles, including communication devices, the Contractor wishes to bring into the Institution.
- 8.2 Contraband: The Contractor must 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 any items to, or receive any items 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, contraband materials, or both to offenders will be subject to immediate removal from the Institution. Such violations may lead to CSC 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.
- 8.4 To avoid an unnecessary trip to an institutional site because of an institutional lockdown, the Contractor is expected to call the Chief of Mental Health, or designate, at the appropriate facility, a minimum of three hours prior to arrival, to ensure that the institution is under normal operations. Should the Contractor arrive at the institution, but is unable to meet with the offender(s) for reasons beyond the Contractor's control, a "no show" fee of \$400.00 may be invoiced to CSC. To receive this fee, the Contractor must document that the call was made, the time of the call and the name of the CSC employee they spoke to.

9. Language of work:



9.1 The Work will be performed and delivered in English.

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

10.1 The Contractor must provide **up to twenty (20) hours of service per week** (08:00 to 16:00 hours, Monday to Friday excluding Statutory Holidays) for offenders, as determined between the Contractor and the Project Authority at the beginning of the contract.

The maximum number of hours specified is an estimate only. It does not represent a commitment that CSC's future usage of the services described will be consistent with this number. The Contractor's contact with offender must occur during normal institutional business hours unless otherwise requested by the Project Authority. The Contractor must provide the services according to the operational requirements of the Institution and operational requirements may include varied hours of work.

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

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

11. Meetings:

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

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

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

12. Reporting Requirements:

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

13. Constraints:

13.1 Confidentiality:

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

14. Support to the Contractor:

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



Annex B – Proposed Basis of Payment

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

Note: The Estimated level of Effort is for evaluation purposes only.

Number of Resulting Contracts: Two (2)

1.0 Contract Period (From December 1, 2021 to November 30, 2022)

1.1 Professional Fees

- a. For the provisions of services described in Annex A Statement of Work, the Contractor shall be paid the all inclusive hourly rate(s) below in the performance of this Contract, Applicable Taxes extra.

	RESOURCE NAME	Quoted All-Inclusive Hourly Rate (in Cdn \$)	Estimate Level of Effort (hours)	Total (in Cdn \$)
		A	B	C = A x B
1.1	Psychological Counselling Services	\$ _____	Up to 1040 Hours	\$ _____

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

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

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

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

3.0 Cost Reimbursable Expenses

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

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

4.0 Applicable Taxes



- 4.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes unless otherwise indicated. The Applicable Taxes are extra to the price herein and will be paid by Canada.
- 4.2 The estimated Applicable Taxes of \$_____ [to be completed at contract award] are included in the total estimated cost shown on page 1 of this Contract. 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 Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.



Annex C – Security Requirements Check List

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Contract Number / Numéro du contrat # 21836-21-0102
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Correctional Service Canada	2. Branch or Directorate / Direction générale ou Direction Health Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide counselling services at Kent Institution		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	n/a NATO / OTAN <input type="checkbox"/>	
	n/a Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

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

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? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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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.
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 en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C				
Information / Assets / Reconnaissances / Biens / Production																	
IT Media / Support TI / Liens électroniques																	

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, classifiez 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 CLASSIFIÉE? No / Non Yes / Oui
- 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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Annex D Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

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

1.6 Response Format

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



IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – _____

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed psychologist must hold a current license from, or current registration with, the provincial registering or licensing body for psychologists in the province(s) where services are to be provided.</p> <p>Bidders must provide a proof of the license or registration, including proof that the license or registration is valid, with their bid.</p>		
M2	<p>The proposed psychologist must have at least two (2) years experience in clinical psychology and/or counseling psychology over the past five (5) years.</p> <p>Bidders must provide proof of experience with their bid. An updated resume or summary of the work experience will be sufficient.</p>		
M3	<p>The proposed psychologist must have one (1) year of experience in the past five (5) years in assessing and diagnosing complex cases (individuals with dual diagnosis, severe personality disorders with emotional dysregulation, self-injury or self harm history, neurocognitive deficits or other chronic major mental illness.)</p>		



Annex E - Insurance Requirements

1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,



the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

3. Professional Liability Insurance:

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



Annex F – National Essential Health Services Framework

(Please see attached)