RETURN OFFERS TO :	Title — Sujet:	
RETOURNER LES OFFRES À :	Psychological Risk Assessments	
Bid Receiving - Réception des soumissions: GEN-	Solicitation No. — Nº. de l'invitation	Date:
ONTContractingBidSubmissions/Soumissionsdecontrats@	4537135	18 October 2023
CSC-SCC.GC.CA	Client Reference No. — Nº. de R	
	Client Reference No. — Nº. de R	elerence du client
REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES	GETS Reference No. — Nº. de Référence de SEAOG	
DEMANDE D'OFFRE À COMMANDES		T
Regional Master Standing Offer (RMSO)		Time Zone
Offre à commandes maître régionale (OCMR)	h	Fuseau horaire
Canada, as represented by the Minister of the	at / à : 14 :00	EST
Correctional Service of Canada, hereby requests a	On / Le : November 3, 2023	
Standing Offer on behalf of the Identified Users herein.	Delivery Required — Livraison exigée :	
Le Canada, représenté par le ministre du Service	See herein – Voir aux présentes	
correctionnel Canada, autorise par la présente, une	F.O.B. — F.A.B.	
offre à commandes au nom des utilisateurs identifiés énumérés ci-après.	Plant – Usine: Destination:	Other-Autre:
Comments — Commentaires :	Address Enquiries to — Soumettre toutes questions à:	
	Danielle Murdoch, Regional Contract Administrator	
Vendor/Firm Name and Address —	Telephone No. – Nº de téléphone: F 343-422-4831	ax No. – N° de télécopieur:
Raison sociale et adresse du fournisseur/de	Destination of Goods, Services and Construction: Destination des biens, services et construction:	
l'entrepreneur :		
	Multiple as per call-up Multiples, selon la commande subséquente.	
	Ontario Region	
	Security – Sécurité	
	This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de	
	sécurité.	
Telephone # — N° de Téléphone :	Instructions: See Herein Instructions : Voir aux présentes	
	instructions . Voir aux presentes	
Fax # — No de télécopieur :	Name and title of person authorized to sign on behalf of Vendor/Firm	
	Nom et titre du signataire autorisé d	u fournisseur/de l'entrepreneur
Email / Courriel :		
	Name / Nom	Title / Titre
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :		
	Signature	Date
	(Sign and return cover page with o	ffer/
	Signer et retourner la page de couverture avec l'offre)	

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

2. Summary

The Correctional Service Canada has a requirement to provide Psychological Risk Assessments in the Ontario region.

3. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Contract Security Program</u> (CSP) of Public Works and Government Services Canada website.

4. Revision of Departmental Name

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

5. Debriefings

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

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an 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 are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The 2006 (2023-06-08) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days Insert: ninety (90) days

2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the request for standing offers (RFSO).

Section 06 Late offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements:

For offers submitted by email, Canada will delete offers delivered after the stipulated RFSO closing date and time. Canada will keep records documenting receipt of late offers by email.

Section 07 Delayed offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements:

Canada will not accept any delayed offers.

Section 08 Transmission by facsimile or by E-Post Connect of 2006, Standard Instructions -Request for Standing Offers - Goods or Services - Competitive Requirements:

- a. Unless specified otherwise in the RFSO, Offerors must submit their offer to the CSC bid submission email address indicated on page 1 of the RFSO document. This email address is the only acceptable email address for Offerors to submit their offer in response to this RFSO.
- b. Offerors may transmit their offer at any time prior to the RFSO closing date and time.
- c. Offerors should include the RFSO number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the offer by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete offer;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the offer;
 - v. Failure of the Offeror to properly identify the offer;
 - vi. Illegibility of the offer;

- vii. Security of offer data;
- viii. Failure of the Offeror to send the offer to the correct email address;
- ix. Connectivity issues; or
- x. Email attachments that are blocked or not received even though the Offeror's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Offeror's email by email from the bid submission email address provided for the submission of offers. This acknowledgement will confirm only the receipt of the Offeror's email and will not confirm if all of the Offeror's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Offerors requesting confirmation of attachments.
- f. Offerors must ensure they are using the correct email address for offer submission and should not rely on the accuracy of copying and pasting the email address from the RFSO cover page.
- g. A offer transmitted by an Offeror to the CSC bid submission email address constitutes the Offeror's formal offer, and must be submitted in accordance with section 05 of 2006, Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements.
- h. Offerors are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer 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 offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES**() **NO**()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Request for Standing Offer

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

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

5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

CSC requests that offerors provide their offer in separate sections as follows:

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

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

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

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

Offerors should submit their technical offer and financial offer in two (2) separate documents.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the <u>Policy on Green</u> <u>Procurement</u>. To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to their organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to their product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Technical Offer

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

Section II: Financial Offer

1.1 Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- 1.2 Offerors 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 Offeror, 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 offeror'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 offeror, 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, offerors should review clause 1.2, Financial Evaluation, of Part4.

1.6 The Offeror's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

1.2.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

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

2. Basis of Selection

2.1 SACC Manual Clause M0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
 - a. it has read and understands the Ineligibility and Suspension Policy;
 - b. 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;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. 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;
 - e. 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
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed <u>Integrity Declaration Form</u>. Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

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

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

List of Names:

OR

□ The Offeror is a partnership

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

1.3 Security Requirements – Required Documentation

In accordance with the requirements of the <u>Contract Security Program</u> of Public Works and Government Services Canada, the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at solicitation closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Standing Offer Authority. If that information is not provided within the timeframe established by the Standing Offer Authority (including any extensions granted by the Standing Offer Authority in its discretion), or if Canada requires further information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Standing Offer Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its offer will be declared non-compliant.

1.4 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

1.5 Language Requirements - English

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in 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 M3021T (2012-07-16) Education and Experience

1.7 Certification:

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

1.8 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.

1.9 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirements

- 1.1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
- 1.2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 Standing Offer and Resulting Contract Clauses.
- 1.3. For additional information on security requirements, Offerors should refer to the <u>Contract Security</u> <u>Program (CSP)</u> of Public Works and Government Services Canada website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

- 2.1 The following security requirements (SRCL and related clauses provided by CSP) apply to and form part of the Standing Offer.
- 2.1.1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2.1.2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 2.1.3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 2.1.4. The Contractor 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).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 20, 2023 to November 19, 2026.

4.2 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 Standing Offer Authority

The Standing Offer Authority is:

Name: Danielle Murdoch Title: Regional Contract Administrator Correctional Service of Canada Branch or Directorate: RHQ Ontario Address: 445 Union Street West Kingston, Ontario K7L 4Y8 Telephone: 343-422-4831 Facsimile: 613-536-4571 E-mail address: danielle.murdoch@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: Title: Organization: Address:

Telephone: Facsimile: E-mail address:

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

5.3 Offeror's Representative

Name:
Title:
Organization:
Address:

Telephone:

Facsimile: E-mail address:

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. *"pension"* means a pension or annual allowance paid under the *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 Offeror a FPS in receipt of a pension? **YES** () **NO** () If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

7. Identified Users

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

Correctional Service of Canada Ontario Region.

8. Call-up Procedures

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

9. Call-up Instrument

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

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

11. Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions Standing Offers Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated _____

13. Certifications and Additional Information

13.1 Compliance

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

14. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

4013 (2022-06-20) - 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.

2.3 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.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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 <u>Contracting</u> <u>Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

5. Payment

5.1 Basis of Payment

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

5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$______. Customs duties are excluded and Applicable Taxes are extra.
- 3. 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 Contractor must notify 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.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Monthly Payment

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

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

5.4 SACC Manual Clauses

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

5.5 Travel and Living Expenses

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

5.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

6. Invoicing Instructions

6.1 The Contractor must submit invoices in accordance with the section entitled "invoice submission" of the general conditions. The original and one (1) copy must be forwarded to the following address for certification and payment. Invoices cannot be submitted until all worked identified in the invoice is completed.

Bath Institution

5775 Bath Road, P.O Box 1500 Bath, Ontario, KOH 1G0 Krista Fraser, Health Manager Krista.Fraser@CSC-SCC.GC.CA

Millhaven Institution

5775 Bath Road, P.O. Box 280, Bath, Ontario K0H 1G0 Sarah Davis, Health Manager Sarah.Davis@csc-scc.gc.ca

Regional Treatment Centre

5775 Bath Road, P.O. Box 280, Bath, Ontario K0H 1G0 Jennifer Simms, Senior Clinical Manager Jennifer.Simms@CSC-SCC.GC.CA

Collins Bay Complex

1455 Bath Road P.O. Box 190 Kingston, Ontario, K7L 4V9 Matthew Secord, Health Manager (CBI Matthew.Secord@CSC-SCC.GC.CA

Joyceville Complex

3766 Highway 15, P.O. Box 880 Kingston, Ontario, K7L 4X9 Christine Brown, Health Manager (JI/JAU) Christine. Brown@@CSC-SCC.GC.CA

Beaver Creek Institution (Med)

2000 Beaver Creek Dr, P.O. Box 5000 Gravenhurst ON P1P 1Y2 Johanna Kudoba, Health Manager johanna.kudoba@csc-scc.gc.ca

Grand Valley Institution for Women

1575 Homer Watson Blvd Kitchener ON N2P 2C5 Carrie Byfield, Health Manager Carrie.Byfield@csc-scc.gc.ca Warkworth Institution County Rd 29, P.O. Box 760 Campbellford, ON K0L 1L0 Janice Thompson Janice.thompson@csc-scc.gc.ca

6.2 Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

Psychology Services Invoice Format a.

> 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

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

7. Insurance Requirements

- 7.1 The Contractor must comply with the insurance requirements specified in Annex D 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.
- 7.2 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.
- 7.3 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.

8. 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.

9. Ownership Control

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

- 9.1 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).
- 9.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 9.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister must have the right to treat this Contract as being in default and terminate the contract accordingly.
- 9.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

10. Closure of Government Facilities

- 10.1 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.
- 10.2 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.

11. Tuberculosis Testing

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

12. Compliance with CSC Policies

- 12.1 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.
- 12.2 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.
- 12.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

13. Health and Labour Conditions

- 13.1 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.
- 13.2 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.
- 13.3 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 His Majesty.
- 13.4 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 His Majesty at such time as the Project Authority or His Majesty may reasonably request."

14. Identification Protocol Responsibilities

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

- 14.1 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;
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's email system in the performance of the Work, then the individual must clearly identify themself 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
- 14.4 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.

15. 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.

16. 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 <u>the Office of the Procurement</u> <u>Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web <u>the Office of the Procurement</u> <u>Ombudsman website</u>. For more information on OPO's services, please see the <u>Procurement</u> <u>Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman website</u>.

17. 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 Psychological Risk Assessments for offenders located in institutions in the Ontario Region.

The psychologist will provide Psychological Risk Assessments offenders and collaborate with the interdisciplinary health services teams that includes, but is not limited to nursing, psychology, social work, occupational therapy, and other allied healthcare professionals. Collaboration with the case management team, other support staff, and/or the Project Authority is essential.

2. Background:

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

3. Objective:

3.1 Provide Psychological Risk Assessments to offenders, as requested by the Project Authority.

3.2 The contractor must provide services at Bath Institution, Regional Treatment Centre, Millhaven Institution, Collins Bay Complex, Joyceville Complex, Grand Valley Complex, Warkworth Institution and Beaver Creek Complex. As part of the risk assessments, the contractor must interview offenders in person. With the Project Authority's prior approval, the contractor may perform interviews remotely (virtual – visual interview). The contractor must produce reports at the contractor's place of business on a CSC issued laptop.

4. Performance standards:

- 4.1 The Contractor must consider gender, cultural, religious, and linguistic differences and be responsive to the special needs of women and indigenous person.
- 4.2 Quality Assurance of Psychological Services:
 - a. The Contractor must provide all services in compliance with federal and provincial legislation and standards, provincial and national guidelines, practice standards and CSC Policy/Guidelines including the CSC Mental Health Policy and guidelines.
 - b. The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable provincial regulatory body, the Canadian Code of Ethics for Psychologists and relevant legislation guiding the practice of Psychology within correctional settings.
 - c. The Contractor is expected to consult with the Project Authority to ensure that all psychological practices are consistent with the relevant and most current legislation, practice standards and policies.
 - d. On a yearly basis or as determined by the Project Authority, the Project Authority or designate will review a sample of reports to determine if they meet CSC and professional standards for psychological reports. If a report is judged to be substandard, the Contractor must amend the report as requested at no extra cost to the Crown. The amendment must be completed, and the amended report submitted to the Project Authority within one (1) week following the date when the amendment was requested.
 - e. Timeliness of the submission of all reports will be monitored on an ongoing basis by the Project Authority. Timeliness will form part of the assessment of the Contractor's work.
- 4.3 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at <u>www.CSC-SCC.GC.ca</u> or available in hard copy.
 - Corrections and Conditional Release Act Section 85 Health Care
 - Corrections and Conditional Release Regulations Section 3
 - Commissioner's Directive 060 Code of Discipline
 - Commissioner's Directive 800, Health Services
 - Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
 - National Essential Health Services Framework
 - National Formulary
 - Documentation for Health Services Professionals
 - Guidelines for Sharing Personal Health Information
 - Discharge Planning Guidelines: A Client Centred Approach
 - Clinical Discharge Planning and Community Integration Service Guidelines
 - Institutional Mental Health Services (Primary Care) Guidelines
 - Community Mental Health Services Guidelines
 - Forensic Psychology: Policy and Practice in Corrections (1996) (To be provided by the Project Authority at contract award).
 - Excerpts from the on-line CSC Psychology Manual, as judged appropriate by the Project Authority responsible for Quality assurance of the Contractor's work

4.4 Documentation on CSC health care records:

- a. The Contractor must document all information relevant to the mental health services provided in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
- b. The Contractor must provide this documentation to the Project Authority or delegate for placement in the offender's mental health file, Electronic Health Record, and the Offender Management System (OMS). Placement of reports on the mental health file, Electronic Health Record, and in OMS will normally be carried out by CSC staff. However, the Project Authority may, at their sole discretion, request that the Contractor place reports in the offenders' mental health file, Electronic Health Record, and OMS.
- c. As an accountability and quality assurance measure, the Project Authority will periodically review the Contractor's documentation for compliance with contract requirements, consistency, and completeness.
- 4.5 Limits of Confidentiality:
 - a. Most psychological reports will be available to anyone with access to the Offender Management System (OMS), on a need-to-know basis. As the limits of confidentiality are broad, policy, before interviewing the offender, the Contractor must ensure that the limits to confidentiality have been communicated and that the offender has consented - in writing - to the assessment process.
 - b. Contractors must use CSC Form 4000-18: Consent to Participate In / Receive Health Services for all cases and ensure that the form, signed by the offender and a witness, is included with all reports. (The Project Authority will supply copies of this form to the Contractor upon request). The Contractor must document the consent process in all reports by the Contractor.
 - c. Relative to the assessment of risk, if the offender refuses to provide consent, the Project Authority may request that Contractor complete the psychological risk assessment process using all available information.
- 4.6 Information Sharing Psychology Reports:
 - a. Unless pre-arranged with the Project Authority, the Contractor must share all reports that are written for Case Management purposes (including for the Parole Board of Canada) and/or those that contribute to decision-making with the offender by the author of the report. Correctional Service Canada policy specifies that the author and offender sign and date the report at the time that the report is shared. The Contractor must advise the Project Authority if he/she is unable to share the report and coordinate signatures with the offender. At the discretion and prior approval of the Project Authority, CSC will assume the information sharing and offender signature responsibility.
 - b. The Contractor must submit all reports in type written format. The Contractor must send a signed hard copy of reports along with an electronic copy on an encrypted USB stick (Microsoft Word compatible) or via an encrypted e-mail to Correctional Service Canada staff designated by the Project Authority. Electronic copies are required for uploading to the OMS and Electronic Health Record.
 - c. Completed psychological reports are to be signed by the Contractor, a psychologist registered for autonomous practice with adults in the province of practice. The Contractor assumes all responsibility for report content.
 - d. If amendments to reports are requested by the Project Authority, the Contractor will respond to these requests and make amendments to the report as necessary within one (1) week of notification. If the request for an amendment originates with the offender, the institution will

facilitate contact between the offender and the Contractor by phone as necessary. However, should the Project Authority determine that the situation requires direct intervention by the Contractor, the Contractor will arrange to interview the offender virtually at the institution.

4.7 Handling and Safeguarding CSC Sensitive or Protected Information:

Security requirements:

a. For services provided in an institution or at the Contractor's Place of Business (virtual assessments) the contractor must ensure that any CSC information and/or documents in his/her keeping are handled, transported, and stored in accordance with the security and protection of personal information requirements of the contract.

5. Tasks:

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

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

- a. Participate in meetings as a consultant including case conferences, the Interdisciplinary Mental Health Team or the Correctional Intervention Board and other related activities as requested.
- b. Participate in CSC training, including orientation to CSC and CSC's risk assessment requirements as requested.
- c. Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested.
- d. Prepare and submit psychological risk assessment as requested by the Project Authority.
- 5.2 Psychological Risk Assessment Services:
 - The Contractor must perform and submit psychological risk assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada;
 - b. Dates and times for offender interviews will be set by mutual agreement between the Project Authority and the Contractor;
 - c. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive psychological risk assessment report;
 - d. The Contractor must provide the Project Authority and designates with all original test data;
 - e. The Contractor must use the file-based Statistical Instrument in Recidivism Revised (SIR-R) test results if available on file (the SIR-R does not apply to Aboriginal and Women offenders), at least one other clinician rated actuarial measure measuring risk and needs that has been shown to be reliable and valid for use with offender populations according to published work, as well as measures of personality and intellectual functioning. The Contractor must interpret all tests in a

standardized manner with the use of norms supplied by the test publisher and/or author only. Placement of percentiles tests scores in reports is acceptable when deemed necessary by the Contractor, as part of the standardized test reporting process, or when requested by the Project Authority. Reports must not contain raw test scores under any circumstances;

- f. In the event that the Contractor negotiates with a particular site to have CSC staff administer self-report measures including those assessing personality and intellectual functioning, or to have them provide recent relevant scores from in-house test administration, and thus does not administer these tests, the Contractor shall apply a discount of 5 % per assessment, for each relevant case.
- g. Psychological Risk Assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
 - i. **Demographic information:** Full name, age, date of birth, FPS number and ethnicity if relevant;
 - **ii. Reason for Referral:** Specific referral criteria, source and date of referral, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
 - **iii.** Interview Information: Date(s) seen, location of interview and the length of the interview(s);
 - iv. Documentation Reviewed: Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author;
 - v. Brief Criminal History: A one to two paragraph synopsis of the criminal history, making reference to key files and documents. Include a brief overview/description of current offenses (official and offender versions; if they differ, otherwise indicate whether offender accepts official version), victim impact statements (if available), patterns/dynamics involved in or influencing criminal and/or offending behaviour(s) and the offender's understanding of these dynamics/patterns;
 - vi. Institutional and/or Community Adjustment: A one to two paragraph synopsis of institutional and/or community adjustment, making note of a reference to the files for the interested reader should detailed information be required. Includes as applicable adjustment to the prison setting (e.g., relationships with peers, program involvement, misconducts, etc.) and adjustment/functioning in the community (e.g., employment, supports, programming, suspensions, etc.).
 - vii. Brief Psychosocial History: Provide the elements of the history which contribute to the analysis of risk. Include, as applicable, a brief overview of family, marital, school, employment, psychiatric/mental health, substance abuse, behavioural and adjustment problems, medical injuries and impairments. Given the need for brevity, the focus should be on elements directly relating to risk while making note of a reference to the files for the interested reader can access should more detailed information be required.
 - viii. Interview Impressions/Mental Health: Comment on presentation during interview, current mental and emotional functioning, a brief overview of mental health history, including history of self-harm (if applicable) as well as an assessment of self-harm risk and management strategies (if applicable) and any circumstances that would increase this risk. Management strategies for other mental health issues should be provided as applicable.
 - ix. Summary of Previous Assessments: A brief summary of findings of previous psychological and/or psychiatric risk assessment reports with a focus on patterns of and antecedents of crime (dynamic and static risk factors), and offence dynamics and the offender's understanding of these dynamics.
 - **x.** Cognitive Functioning and Personality: A brief synopsis of psychological tests administered and their validity, interpretation, and diagnosis where appropriate and applicable.

- xi. Treatment Needs/Responsivity: Identify treatment needs areas specifically related to the offender's risk, areas of strengths as well as the relationship between risk and need. The type and intensity of intervention required, prioritization of treatment needs, special needs with respect to treatment delivery, and responsivity factors should be described. This typically involves consideration of issues such as age, ethnicity, cognitive deficits and/or learning style, interpersonal style, mental health, motivation and prior treatment experiences as applicable. The Contractor should also document indicators/examples of behavioural and attitudinal changes since incarceration in both positive and negative directions as applicable.
- xii. Assessment of Risk, Risk Management Strategies and Recommendations: The results of the actuarial measures (both static and dynamic) used in the current assessment must be summarized in this section and must include an overall statement of risk that is congruent with guidelines or a current manual (if applicable) and empirical data associated with the tool(s) that was used. Reporting of percentile scores is acceptable while reporting of raw scores in the report is not acceptable under any circumstances. If applicable, an explanation should be given of any significant variance between the current results and those reported in earlier reports. This section of the report should also include an opinion on how risk could be best managed. This should reflect both actuarial and clinical factors, identification of risk factors and protective factors, assessment of institutional and community risk issues, and case-specific risk management strategies, including critical aspects of a relapse prevention plan, if applicable, and referrals to correctional programs, psychiatry, training programs, etc.

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

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

If the offender's behaviour begins to deteriorate, the Contractor should render an opinion on what would be the kinds of situations within the community to which the offender would become most vulnerable. As well, if the offender is on medication, the Contractor should advise what would be the likely early signs of the offender's failure to maintain to medication as prescribed and what would be the general, early signs of deterioration in conduct and whether or not this might indicate a drift back into criminal behavior;

- **xiii. Offender and Contractor Signature Block:** The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.
- h. The Contractor must only make recommendations for mental health counselling in instances where the offender is at acute risk of self-harm or harm to others, where there is a clear need for such counselling to assist the offender in maintaining mental and emotional stability or as it pertains to criminogenic factors and risk. Recommendations for counselling should be generic as to the practitioner who will be providing the service and for community release cases must take into account the offender's motivation (i.e., motivated offenders will not need this as a condition of parole). Should it be felt that mental health counselling must be a condition of parole, it must be established in the report that:
 - i. The offender needs such counselling for safe reintegration; and
 - ii. It is necessary to impose such a condition to ensure that the offender participates.

All recommendations for counselling must include the reason for the need for this service, the goals, and comments on the possible duration;

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

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

- j. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- k. The Contractor must submit completed reports to the Project Authority or designate no later than four (4) weeks from the date of referral. The Contractor must share the completed report with the offender no later than 2 weeks after initially interviewing the offender. Upon request of the Contractor, and at the sole discretion of the Project Authority, either or both of these deadlines can be extended for a period not exceeding four (4) weeks.
- I. The CSC Mental Health Department will enter finalized psychological risk assessment reports into OMS, and ensure that a copy has been share-printed to the Parole Board of Canada.
- m. If requested by the Project Authority or designates, the Contractor must submit a completed emergency risk assessment no later than five (5) business days from the date of referral.
- n. CSC is required to complete Judicial Review Risk Assessments for some offenders. At the request of the Project Authority, the Contractor must complete a Judicial Review Risk Assessment and assume any future court costs related to the case assessed.
- o. The Contractor must collect information related to the dynamics of the offence, identify treatment needs and risk factors and determine the sexual offender's suitability for individual or group treatment programming. These assessments can also be carried out at intake or pre-release. When an assessment of a sexual offender is requested the Contractor must provide, in addition to the above content, a comprehensive description of psycho-sexual development, sexual misconduct and offenses.
- p. Specific content references to be included but not limited to in this description would be: history and development of sexual behaviour, information pertaining to prior child abuse, domestic abuse or violence against women perpetrated by the offender whether sexual or otherwise, information pertaining to co-offending and the relationship with the current sexual offense or sexual offense pattern, any attitudes supportive of sexual offending and sexual abuse, relationship problems particularly as they relate to intimacy deficits and social competence, factors relevant to their sexual offending (i.e., sexual self-regulation, intimacy issues, general self-regulation), general antisocial characteristics and psychopathology that may influence sexual offending and misbehaviour, and relevant medical history. Previous assessment results, including assessment of deviant sexual preference and prior programming results should also be considered. Psychological risk assessments of sexual offenders should attend to risk variables based on empirically based, clinician-rated measures of actuarial, static and dynamic risk that focus on sex offence specific factors where possible.
- q. For male sex offenders, it is mandatory for the Contractor to use the STATIC-99R for all sexual offender risk assessments (including non-contact offenders, but not offenders exclusively involved in child pornography). Dynamic risk must be assessed using a clinician rated actuarial measure that has been shown to be reliable and valid (e.g., STABLE-2007, VRS-SO or the RSVP). For cases where there is currently limited data specific to that population (e.g., child pornography only offenders) then the Contractor must use a measure that is based on the available evidence (e.g., CPORT). No sex offending risk and recidivism actuarial measures are to be used for women sex offenders.
- 5.3 Continuity of services:

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

5.4 Subcontracting:

a. At the discretion of the Project Authority and upon his/her prior approval, the Contractor may use subcontractors to provide services described in this statement of work. The Contractor must provide a current resume for any proposed subcontractor. The Project Authority will review the resume and decide, at his/her sole discretion, whether the subcontractor is acceptable to CSC. Any subcontractor must meet the security requirements of the contract. Subcontractors are not to perform any work until the Project Authority has granted his/her approval.

b.Any subcontractors must sign reports and will be responsible for their contents. All reports prepared by a subcontractor, including students or trainees, will be countersigned by the registered psychologist named in the contract.

c. Any of the Contractor's personnel not delivering direct services but with access to Correctional Service Canada documentation must meet the security requirements of the contract prior to handling the material.

5.5 Location of Work:

a. The Contractor must provide mental health care to offenders on-site at the Institution or virtually as mentioned under section 3. Objective.

b. The Contractor must visit incarcerated offenders in interview rooms in SIU or cell range areas as requested by the Project Authority.

c. **Telepsychology by Videoconferencing** - Although in person services are preferred, the contractor may provide telepsychology sessions (psychology services by videoconference) to offenders if qualified and experienced, as requested and approved by the Project Authority. The Contractor must contact the Project Authority to obtain written approval prior to any work being done via videoconference. The Project Authority will grant approval, at 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:

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

6.2 At the request of the Project Authority, the Contractor must participate in CSC Boards of Investigation. Participation in Boards of Investigation will be billable at the hourly rate up to a maximum of one (1) billable hour per meeting.

7. Notification Requirements:

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

8. Security:

- 8.1 All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Project Authority and CSC Security in advance.
- 8.2 Contraband: The Contractor shall ensure that all resources (including the Contractor and any subcontractors and backups) directly or indirectly providing services under this contract are familiar with Corrections and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 Code of Discipline.

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

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

9. Language of work:

9.1 Language of work shall be English.

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

- 10.1 It is estimated that the Contractor may have to provide up to a maximum of 4-5 reports per month, as determined between the Contractor and the Project Authority at the beginning of the contract. All offender contacts 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 his/her discretion, change the hours-of-service provision during the course of the contract, including any options if and when exercised by CSC.
- 10.3 The Project Authority will notify the Contractor of any changes to the hours-of-service provision a minimum of two (2) weeks prior to implementation of the change.

11. Meetings:

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

- 11.2 At the request of the Project Authority, the Contractor may be required to attend meetings virtually at Ontario Regional Headquarters. At the sole discretion of the Project Authority, other arrangements will be made (e.g., video or teleconference) for the Contractor to participate in Regional Headquarters meetings.
- 11.3 The Contractor must attend Health Services team meetings virtually when requested by the Project Authority.

12. Reporting Requirements:

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

13. Constraints:

13.1 Confidentiality:

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

14. Support to the Contractor:

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

ANNEX B

PROPOSED BASIS OF PAYMENT

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

1.0 Contract Period (From November 20, 2023, to November 19, 2026)

1.1 Professional Fees

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

	RESOURCE NAME	QUOTED ALL-INCLUSIVE PRICE PER RISK ASSESSMENT REPORT (in Cdn \$)	Level of Effort (Estimated Number of risk assessment reports)	Total (in Cdn \$)
		A	В	C= A x B
1.1	Psychological Risk Assessments	\$ (less 5% for virtual applied)	Maximum of 100 assessments (approx. 50 per year).	\$
1.2	CSC Board of Investigation/ Offender Grievance Process	\$	six hours of billable time (appox. 2 hours per year).	\$
			Total	\$

2.0 Cost Reimbursable Expenses

- 2.1 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.

3.0 HST or GST

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

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

DSD-ONT5606-HSEx

*	Government of Canada	Gouvernement du Canada	

Contract Number / Numéro du contrat
4537135
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	CATION DES EXIGENCES RE		URITE (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizati			Directorate / Direction génér	alo ou Direction
Ministère ou organisme gouvernemental d'origine		Health Sen		ale ou Direction
3. a) Subcontract Number / Numéro du contrat de so			ictor / Nom et adresse du sc	us-traitant
	NESSAGON SA 2014 A 21 MARAA			
4. Brief Description of Work / Brève description du tra	avail			
Psychological Risk Assessment Standing Offer				
 a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis 				No Yes Non Oui
5. b) Will the supplier require access to unclassified i	military technical data subject to the	e provisions of the Tech	nical Data Control	No Yes
Regulations?				Non Oui
Le fournisseur aura-t-il accès à des données te	chniques militaires non classifiées	qui sont assujetties aux	dispositions du Règlement	
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le t	Paaria			
6. a) Will the supplier and its employees require acce				No Yes
Le fournisseur ainsi que les employés auront-ils		i des biens PROTEGES	et/ou CLASSIFIES?	Non Moui
(Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea				
6. b) Will the supplier and its employees (e.g. cleane		access to restricted ac	cess areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information				Non Oui
Le fournisseur et ses employés (p. ex. nettoyeu			ccès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG		utorisé.		
6. c) Is this a commercial courier or delivery requiren S'agit-il d'un contrat de messagerie ou de livrais				No Yes
				Non Oui
7. a) Indicate the type of information that the supplier	r will be required to access / Indiqu	er le type d'information a	auquel le fournisseur devra	avoir accès
Canada 🖌	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la	diffusion			
No release restrictions	All NATO countries	- IN	lo release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN	A	Aucune restriction relative	
à la diffusion	67 AVG)	à	la diffusion	
Notreleasable				
À ne pas diffuser				
		- I		_
Restricted to: / Limité à :	Restricted to: / Limité à :	F	Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser la	e(s) pays :	Specify country(ies): / Précis	er le(s) pays :
opeoing country (co). In reciser lots (page .	opeony country (co) Theorem	5(5) pays.	peony country (100). I recit	ar loto) bullo .
7. c) Level of information / Niveau d'information			DOTEOTED	<u> </u>
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTREINT		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
	NATO SECRET		CONFIDENTIAL	
	NATO SECRET		ONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÈS SECRET		SECRET	
TOP SECRET			OP SECRET	
TRÈS SECRET		Т	RÈS SECRET	
TOP SECRET (SIGINT)			OP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)		Т	RES SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

Canadä

Government Gouvernement du Canada

Contract Number / Numéro du contrat	
4537135	
Security Classification / Classification de sécurité Unclassified	

	tinueo) / PARTIE A (suite) plier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes
	eur auræ-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ate the level of sensitivity:	Non Oui
	mative, indiquer le niveau de sensibilité : pplier require access to extremely sensitive INFOSEC information or assets?	No Yes
	puer require access to extremely sensitive invosed information or assets? eur aur a t -il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oui
	s) of material / Titre(s) abrégé(s) du matériel : Number / Numéro du document :	
	RSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personr	nel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
V	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SEC COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SEC	
		TOP SECRET IRÈS SECRET
	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.
	screened personnel be used for portions of the work? sonnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non Oui
	will unscreened personnel be escorted? affirmative, le personnel en question sera-t-il escorté?	No Yes Non Oui
PART C - SAE		2
14	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
14	TEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ON / ASSETS / RENSEIGNEMENTS / BIENS	
INFORMATIO	ON / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	
INFORMATIOn 11. a) Will the premise	ON / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or as? hisseur sera-t-li tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Yes Non Oui
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PART D - AUTHORIZATION / PARTIE 13. Organization Project Authority / Cha							
Name (print) - Nom (en lettres moulées)			Signature				
Rikki Sewell	A/Regional	Professional Practice Lead, Ps	Della Ba	најју бјачкоју мјј, КНБ 1923.09.20 1926. 04-00			
Telephone No N° de téléphone F 613 328 0424	acsimile No N° de télécopieur	E-mail address - Adresse cour rikki.sewell@csc-scc.gc.ca	^{riel} UNC	LASSIFIED - NON CLASSIFIÉ			
14. Organization Security Authority / Re	sponsable de la sécurité de l'orga	nisme		Gallelle size of he StDania Destain			
Name (print) - Nom (en lettres moulées)	Title - Titre		Signature	StDenis, Besson: La me autor of this			
Dominic St-Denis	Contracting	Security Analyst		Dominic Location: Dostinic Location: Date: 2023.09.20.09.30.24-04'00' Footi PDF Editor Version: 12.1.3			
Telephone No N° de téléphone F	acsimile No N° de télécopieur	E-mail address - Adresse cour	riel	Date			
	15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?						
16. Procurement Officer / Agent d'appro	visionnement						
Name (print) - Nom (en lettres moulées)	Title - Titre		Signature				
Emily Collins	A/Regior	nal Procurement Office	^{er} Colli	ns, Emily Digitally signed by Collins, Emily Date: 2023.09.19 15:48:46-0400			
Telephone No N° de téléphone F 613 329 1827	acsimile No N° de télécopieur	E-mail address - Adresse cou emily.collins@csc-s(Date			
17. Contracting Security Authority / Auto	prité contractante en matière de s	écurité					
Cynthia Laverdure		8	Signature				
Quality Control Officer Agente de contrôle de	e la qualité		Laverdu	re, Cynthia Cynthia			
Contract Security Program (CSP) Programme c	le la Sécurité des contrats (PSC)		Laverau	Date: 2023.10.03 11:37:58 -04'00'			
Public Services and Procurement Canada (PSPC) Cynthia.laverdure@tpsg.c-pwgs.c.g.c.ca	Services publics et Approvisionnement	Canada (SPA.C) Iress - Adresse cou	urriel	Date			

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ANNEX D - 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.
 - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

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 - E EVALUATION CRITERIA

1.0 Technical Evaluation:

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

It is <u>imperative</u> that the offer <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 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 offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from 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 – 4537135

#	Mandatory Technical Criteria	Offeror Response (include location in offer)	Met/Not Met
M1	Bidders must submit a proposed psychologist to perform the work required in the statement of work as well as a backup resource.		
M2	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.		
	Bidders must provide a proof of the license or registration, including proof that the license or registration is valid, with their bid.		
М3	The proposed psychologist must have two (2) years of experience in correctional or forensic psychology over the past five (5) years.		
M4	The proposed psychologist must have completed a minimum of ten (10) psychological risk assessments within the last five (5) years.		
	 For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum: 1. the name and address of the organization for which the risk assessment was performed; 2. the start and end dates of the risk assessment. 3. the name and contact information of the organization's chief psychologist or 		
M5	administrator who oversaw the risk assessments. The proposed psychologist must have one (1) year of experience		

#	Mandatory Technical Criteria	Offeror Response (include location in offer)	Met/Not Met
M6	in the past five (5) years in assessing complex cases (individuals with dual diagnosis, severe personality disorders with emotional dysregulation, self- injury or self harm history, neurocognitive deficits or other chronic major mental illness.) The proposed psychologist must		
	have one (1) year of experience in the last five (5) years in providing differential diagnosis of complex cases and devising prioritized multi-target treatment plans.		

Annex F - National Essential Health Services Framework

Please see Attached Document.