Service correctionnel Canada

#### **RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:** 

Bid Receiving - Réception des soumissions:

BidReceiving.GEN-ONT-401@csc-scc.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

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

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

### Comments — Commentaires :

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :	
Telephone # — Nº de Téléphone :	
Fax # — No de télécopieur :	
Email / Courriel :	
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :	

Title — Sujet:	
Psychological Risk Assessm	ents
Solicitation No. — Nº. de l'invitation	Date:
21443-26-4332616	April 13, 2023
Client Reference No. — Nº. d	e Référence du Client
GETS Reference No. — N°. d	e Référence de SEAG
Solicitation Closes — L'invita	ation prend fin
at /à : 14 :00hrs EDT	
on / le: Monday, May 1, 2023	3
F.O.B. — F.A.B.	Cub-si
Plant – Usine: Destination	tion: Other-
Address Enquiries to — Sou questions à:	mettre toutes
Danielle Murdoch	
Telephone No. – N° de	Fax No. – N° de
téléphone:	télécopieur:
343-422-4831	
Destination of Goods, Services a Destination des biens, services	
Beaver Creek Complex	
Instructions: See Herein Instructions: Voir aux présentes	3
Delivery Required — Livraison	Delivery Offered –
exigée : See herein	Livraison proposée : Voir aux présentes
Name and title of person authori Vendor/Firm	zed to sign on behalf of
Nom et titre du signataire autoris l'entrepreneur	sé du fournisseur/de
Nama / Nam	Title / Title
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page wi Signer et retourner la page de proposition)	

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### **PART 1 - GENERAL INFORMATION**

## 1. Security Requirements

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- 1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:
  - (b) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 -Resulting Contract Clauses;
  - (c) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> (CSP) of Public Works and Government Services Canada website.

### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

## 3. Revision of Departmental Name

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

## 4. Debriefings

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

#### 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an 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 <a href="the Office of the Procurement Ombudsman email">the Office of the Procurement Ombudsman email</a> address, by telephone at 1-866-734-5169, or by web at <a href="the Office of the Procurement">the Office of the Procurement</a> Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <a href="Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the <a href="OPO website">OPO website</a>.

#### **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

#### 2. Submission of Bids

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

Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

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

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.

- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation 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 bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders 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.

Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

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

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

### 3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time

the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

a. name of former public servant;

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

# 4. Enquiries – Bid Solicitation

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

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

### 5. Applicable Laws

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

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



#### PART 3 - BID PREPARATION INSTRUCTIONS

# 1. Bid Preparation Instructions

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

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

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

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

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

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

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 Procurement</u>. To assist Canada in reaching its objectives, bidders should:

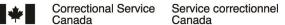
- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.);
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service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

# 2. Section I: Technical Bid

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

#### 3. Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately, as applicable.
- 1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.3 The rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> provision of all of the services described in Annex A Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
  - a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution and/or community site indicated under 3. Objective.
    - b. travel between the successful bidder's place of business and the Institution and/or community site; and
  - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.



- 1.4 The rates specified in the financial proposal, when quoted by the bidder, <u>must not include</u> the cost of the supplies and equipment required to provide health services to CSC offenders (see Annex A, statement of work, article 14. Support to Contractor).
- 1.5 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 1.6 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).

## 3.1 Exchange Rate Fluctuation

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

#### 4. Section III: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

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

### 1.2 Financial Evaluation

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

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

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

### 2. Basis of Selection

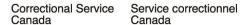
A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### 3. Insurance Requirements

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

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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



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

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

#### 1. Certifications Precedent to Contract Award and Additional Information

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

## 1.1 Integrity Provisions – Declaration of Convicted Offenses

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

# 1.2 Integrity Provisions - Required documentation

- **(a)** List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

*	Correctional Service	Service correctionne
<b>T</b>	Canada	Canada

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

List of Names:	
	·
OR	
☐ The Bidder is a partnership	

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

## 1.3 Security Requirements - required documentation

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

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all of the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the requests for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared noncompliant.

## 1.4 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## 1.5 Status and Availability of Resources

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

## 1.6 Language Requirements - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

### 1.7 Rate Certification

The Bidder certifies that the rates proposed:

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

# 1.8 Licensing Certification

#### a. License to Practice

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

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

# b. Competency to Practice

i.

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):

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.

# 1.9 Education and Experience

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

### 1.10 Certification:

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

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

# 1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.
- 1.1.1. 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).
- 1.1.2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 1.1.3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.1.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 1.1.5. 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).

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

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

#### 2. Statement of Work

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

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

#### 3.1 General Conditions

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

## 3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information apply to and form part of the Contract.

**4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules –** apply to and form part of the contract

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

# 3.3 Replacement of Specific Individuals

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

## 4. Term of Contract



#### 4.1 Period of the Contract

The Work is to be performed during the period of August 1, 2023 to July 31, 2026.

### 4.2 Option to Extend the Contract

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

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

## 4.3 Option to Extend – Transition Period

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

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

# 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Murdoch

Title: Regional Contract Administrator

Correctional Service Canada Branch/Directorate: Ontario Region

Telephone: 343-422-4831 Facsimile: 613-536-4831

E-mail address: Danielle.murdoch@csc-scc.gc.ca

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

# 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)



Correctional Service Service correctionnel Canada

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX) Facsimile: (XXX) E-mail address: (XXX)

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

## 5.3 Contractor's Representative

The Authorized	Contractor's Re	presentative is:

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

#### 6. Payment

### 6.1 Basis of Payment

### 6.2 Limitation of Expenditure

- 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_.

  Customs duties are excluded and Applicable Taxes are extra.
- 6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.3 SACC Manual Clauses

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

## 6.4 Travel and Living Expenses

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

## 6.5 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).

# 7. Invoicing Instructions

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

Invoices must be distributed as follows:

Health Services Manager Beaver Creek Complex PO Box 5000 2000 Beaver Creek Dr Gravenhurst ON P1P 1Y2

# 7.2 Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

a. Psychology Services Invoice Format

All invoices must include the following as a minimum:

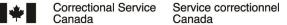
Name of Contractor
Registration/License Number
Contract Number
Date(s) of Service
Date of Invoice

Total billable hours by type of service (e.g. mental health assessment, mental health screening, counselling, as applicable)

Total number risk assessments, if applicable

Total fees

### b. Additional Information for the Project Authority:



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

#### 8. Certifications and Additional Information

#### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 9. Applicable Laws

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

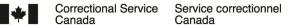
## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12), Personal Information; and 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Criteria (Mandatory Requirements and Rated Technical Criteria Spreadsheet);
- (h) Annex E, Insurance Requirements;
- (i) Annex G, National Essential Health Services Framework;
- (i) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## 11. Insurance Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in Annex E Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 11.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.



11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 12. Liability

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

# 13. Ownership Control

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

- 13.1 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).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 13.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 13.4 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.

## 14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

# 15. Tuberculosis Testing

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

## 16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

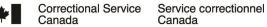
#### 17. Health and Labour Conditions

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

### 18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify 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

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

#### 19. Dispute Resolution Services

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

#### 20. Contract Administration

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

### 21. Proactive Disclosure of Contracts with Former Public Servants

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

#### 23. Information Guide for Contractors

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

#### ANNEX A - Statement of Work

#### 1. Introduction:

1.1 The Correctional Service of Canada (CSC) Health Services require the services of a psychologist for offenders located at Beaver Creek Complex in the Ontario Region.

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

## 2. Background:

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

# .3. Objective:

- 3.1 Provide essential and non-essential mental health and/or psychological assessment or psychological risk assessment services to offenders, as requested by the Project Authority, at Beaver Creek Complex. In person interviews are preferred but Virtual (visual interview) can be performed with a prior agreement from the Project Authority and reports to be written at the contractor's place of business on a CSC issued laptop.
- 3.2 Treatment Orientation

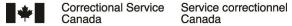
The treatment/counselling orientation utilized by Correctional Service Canada (CSC) is cognitive-behavioural. All psychological treatments offered to offenders by the contractors must be evidence-based with known application to offender populations. The principal focus of treatment will depend on the nature of the referral and the offender's needs. Although the usual objectives of treatment include the reduction of risk to reoffend, a priority should also be placed on the amelioration of the offender's mental health and emotional or behavioural functioning, including feelings, attitudes, beliefs and behaviours that moderately to severely impact or interfere with daily functioning. The offender's motivation for the index offence (particularly in cases of sexual offenders) should be addressed in this context.

## 4. Performance standards:

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

# 4.2 Quality Assurance of Psychological Services:

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



- Community Mental Health Services Guidelines
- Forensic Psychology: Policy and Practice in Corrections (1996) (To be provided by the Project Authority at contract award).
- Excerpts from the on-line CSC Psychology Manual, as judged appropriate by the Project Authority responsible for Quality assurance of the Contractor's work

### 4.4 Documentation on CSC health care records:

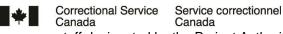
- a. The Contractor must document all information relevant to the mental health services provided in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
- b. The Contractor must provide this documentation to the Project Authority or delegate for placement in the offender's psychology file and, at the request of the Project Authority, the Offender Management System (OMS). Placement of reports on the psychology file and in OMS will normally be carried out by CSC staff. However, the Project Authority may, at their sole discretion, request that the Contractor place reports in the offenders' psychology file and OMS.
- c. As an accountability and quality assurance measure, the Project Authority will periodically review the Contractor's documentation for compliance with contract requirements, consistency and completeness.

## 4.5 Limits of Confidentiality

- a. Most psychological reports will be available to anyone with access to the Offender Management System (OMS), on a need to know basis. As the limits of confidentiality are broad,policy, before interviewing the offender, the Contractor must ensure that the limits to confidentiality have been communicated and that the offender has consented in writing - to the assessment and/or counselling process.
- b. 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, in the event that the offender refuses to provide consent, the Project Authority may request that Contractor complete the risk assessment process using all available information.

### 4.6 Information Sharing - Psychology Reports

- a. Unless pre-arranged with the Project Authority, the Contractor must share all reports that are written for Case Management purposes (including for the Parole Board of Canada) and/or those that contribute to decision-making with the offender by the author of the report. Correctional Service Canada policy specifies that the author and offender sign and date the report at the time that the report is shared. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the Project Authority, CSC will assume the information sharing and offender signature responsibility.
- b. 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.

- 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 in person at the institution.

## 4.7 Handling and Safeguarding CSC Sensitive or Protected Information

## Security requirements:

For Services Provided in an Institution

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

#### 5. Tasks:

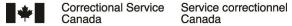
5.1 The Contractor must provide mental health services to offenders, as requested by the Project Authority, in accordance with the National Essential Health Services Framework including any amendment to this Framework issued by CSC during the contract period and any optional period if/and when exercised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

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

- 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;
- Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested; and
- d. Prepare and submit psychological assessment and other reports as requested by the Project Authority.

#### 5.2 Psychological Risk Assessment Services:

 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 inhouse test administration, and thus does not administer these tests, the Contractor shall apply a discount of 5 % per assessment, for each relevant case.
- g. Psychological Risk Assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
- **i. Demographic information:** Full name, age, date of birth, FPS number and ethnicity if relevant;
- ii. Reason for Referral: Specific referral criteria, source and date of referral, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
- iii. Interview Information: Date(s) seen, location of interview and the length of the interview(s);
- **iv. Documentation Reviewed:** Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author;

- v. Brief Criminal History: A one to two paragraph synopsis of the criminal history, making reference to key files and documents. Include a brief overview/description of current offenses (official and offender versions; if they differ, otherwise indicate whether offender accepts official version), victim impact statements (if available), patterns/dynamics involved in or influencing criminal and/or offending behaviour(s) and the offender's understanding of these dynamics/patterns;
- vi. Institutional and/or Community Adjustment: A one to two paragraph synopsis of institutional and/or community adjustment, making note of a reference to the files for the interested reader should detailed information be required. Includes as applicable adjustment to the prison setting (e.g., relationships with peers, program involvement, misconducts, etc.) and adjustment/functioning in the community (e.g., employment, supports, programming, suspensions, etc.).
- vii. Brief Psychosocial History: Provide the elements of the history which contribute to the analysis of risk. Include, as applicable, a brief overview of family, marital, school, employment, psychiatric/mental health, substance abuse, behavioural and adjustment problems, medical injuries and impairments. Given the need for brevity, the focus should be on elements directly relating to risk while making note of a reference to the files for the interested reader can access should more detailed information be required.
- viii. Interview Impressions/Mental Health: Comment on presentation during interview, current mental and emotional functioning, a brief overview of mental health history, including history of self-harm (if applicable) as well as an assessment of self-harm risk and management strategies (if applicable) and any circumstances that would increase this risk. Management strategies for other mental health issues should be provided as applicable.
- ix. Summary of Previous Assessments: A brief summary of findings of previous psychological and/or psychiatric risk assessment reports with a focus on patterns of and antecedents of crime (dynamic and static risk factors), and offence dynamics and the offender's understanding of these dynamics.
- x. Cognitive Functioning and Personality: A brief synopsis of psychological tests administered and their validity, interpretation, and diagnosis where appropriate and applicable.
- xi. Treatment Needs/Responsivity: Identify treatment needs areas specifically related to the offender's risk, areas of strengths as well as the relationship between risk and need. The type and intensity of intervention required, prioritization of treatment needs, special needs with respect to treatment delivery, and responsivity factors should be described. This typically involves consideration of issues such as age, ethnicity, cognitive deficits and/or learning style, interpersonal style, mental health, motivation and prior treatment experiences as applicable. The Contractor should also document indicators/examples of behavioural and attitudinal changes since incarceration in both positive and negative directions as applicable.
- xii. Assessment of Risk, Risk Management Strategies and Recommendations: The results of the actuarial measures (both static and dynamic) used in the current assessment must be summarized in this section and must include an overall statement of risk that is congruent with guidelines or a current manual (if applicable) and empirical data associated with the tool(s) that was used. Reporting of percentile scores is acceptable while reporting of raw

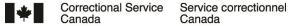
scores in the report is not acceptable under any circumstances. If applicable, an explanation should be given of any significant variance between the current results and those reported in earlier reports. This section of the report should also include an opinion on how risk could be best managed. This should reflect both actuarial and clinical factors, identification of risk factors and protective factors, assessment of institutional and community risk issues, and case-specific risk management strategies, including critical aspects of a relapse prevention plan, if applicable, and referrals to correctional programs, psychiatry, training programs, etc.

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

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

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

- xiii. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.
- h. The Contractor must only make recommendations for mental health counselling in instances where the offender is at acute risk of self-harm or harm to others, where there is a clear need for such counselling to assist the offender in maintaining mental and emotional stability or as it pertains to criminogenic factors and risk. Recommendations for counselling should be generic as to the practitioner who will be providing the service and for community release cases must take into account the offender's motivation (i.e., motivated offenders will not need this as a condition of parole). Should it be felt that mental health counselling must be a condition of parole, it must be established in the report that:
  - i. The offender needs such counselling for safe reintegration; and
  - ii.It is necessary to impose such a condition to ensure that the offender participates. All recommendations for counselling must include the reason for the need for this service, the goals, and comments on the possible duration;
  - i. The Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.
- j. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.



- k. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- I. The Contractor must submit completed reports to the Project Authority or designate no later than four (4) weeks from the date of referral. The Contractor must share the completed report with the offender no later than 2 weeks after initially interviewing the offender. Upon request of the Contractor, and at the sole discretion of the Project Authority, either or both of these deadlines can be extended for a period not exceeding four (4) weeks.
- m. The CSC Mental Health Department will enter finalized psychological risk assessment reports into OMS, and ensure that a copy has been share-printed to the Parole Board of Canada.
- n. If requested by the Project Authority or designates, the Contractor must submit a completed emergency risk assessment no later than five (5) business days from the date of referral.
- 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.
- p. 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 a 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.
- q. 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.
- r. 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's has granted his/her approval.
- b. Any subcontractors must sign reports and will be responsible for their contents. All reports prepared by a subcontractor, including students or trainees, will be countersigned by the registered psychologist named in the contract.
- c. Any of the Contractor's personnel not delivering direct services but with access to Correctional Service Canada documentation must meet the security requirements of the contract prior to handling the material.

#### 5.5 Location of Work

- a. The Contractor must provide mental health care to offenders on-site at the Institution mentioned under section 3. Objective.
- b. The Contractor must visit incarcerated offenders in interview rooms in segregation 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.

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

6.1 The Contractor must participate in various CSC internal offender grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor may have to undergo interviews as a result of an offender grievance/investigation process. Participation in

interviews as part of a grievance/investigation process will be billable at the hourly rate up to a maximum of one (1) billable hour per interview.

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

## 7. Notification Requirements:

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

## 8. Security:

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

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

- 8.3 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on offender activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.
- 8.4 To avoid an unnecessary trip to an institutional site because of an institutional lockdown, the Contractor is expected to call the Duty Correctional Manager at the appropriate facility, a minimum of three hours prior to arrival, to ensure that the institution is under normal operations. Should the Contractor arrive at the institution, but is unable to meet with the offender(s) for reasons beyond the Contractor's control, a "no show" fee of \$400.00 may be invoiced to CSC. To receive this fee, the Contractor must document that the call was made, the time of the call and the name of the CSC employee they spoke to.

### 9. Language of work:

- **9.1** Language of work must 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 100 reports per year, 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 in person at Ontario Regional Headquarters. At the sole discretion of the Project Authority, other arrangements will be made (e.g., video or teleconference) for the Contractor to participate in Regional Headquarters meetings.
- **11.3** The Contractor must attend Institutional and Community Health Services team meetings when requested by the Project Authority.

### 12. Reporting Requirements:

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

## 13. Constraints:

### **13.1** Confidentiality:

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

#### 14. Support to the Contractor:

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

# ATTACHMENT 1 PSYCHOLOGICAL COUNSELLING COMMUNICATION FORM

(The Contractor prints this form on their letterhead)

of pages including this one:		Date	
Го:			
Parole Officer	Loc	cation	
Го:			
Parole Officer Supervisor	Loc	cation	
Го:			
Psychology Clerk		Location	
From:			
Psychologist/ Psychological Associate		Signature	
Re:			
Offender Name	FPS	DOB	WED
BREACH OF CONDITION OF RELEASE information obtained during the appoint that this offender breached a condition	tment of _		
nformation obtained during the appoin that this offender breached a condition  This breach of condition/ violation o	tment of _ of release	or violated the law, as	follows:  sk of reoffending
nformation obtained during the appoin that this offender breached a condition  This breach of condition/ violation of the condition of the con	tment of _ of release	or violated the law, as	follows:  sk of reoffending
nformation obtained during the appoint that this offender breached a condition  This breach of condition/ violation of the condition of the co	tment of _ of release f the law in	or violated the law, as  mplies an increase in rices oes not imply an increa	follows:  sk of reoffending
nformation obtained during the appoint that this offender breached a condition  This breach of condition/ violation of the condition of the co	tment of _ of release f the law in	or violated the law, as  mplies an increase in rices oes not imply an increa	follows:  sk of reoffending ase in risk of
This breach of condition/ violation of of Condition of Co	tment of _ of release f the law in	or violated the law, as  mplies an increase in rices oes not imply an increa	follows:  sk of reoffending ase in risk of
Information obtained during the appoint that this offender breached a condition  This breach of condition/ violation of reoffending  During the appointment of	tment of _ of release f the law in	or violated the law, as  mplies an increase in rices oes not imply an increa	follows:  sk of reoffending ase in risk of
nformation obtained during the appoin	f the law in the law d	or violated the law, as  mplies an increase in rices oes not imply an increa	follows:  sk of reoffending ase in risk of

## ATTACHMENT 2 - PSYCHOLOGICAL COUNSELLING - OFFENDER ATTENDANCE CONFIRMATION SHEET

Offender Name:	FPS:	DOB:	WED:				
Contractor Name:							
Please fill in table below for	every counseling session						
Date Offender Signature Date Contractor Signature							

## ATTACHMENT 3 PSYCHOLOGICAL COUNSELLING: MISSED APPOINTMENT FORM

# of pages including this or	ne:	Date					
To:							
Parole Officer		Location					
To:							
Parole Officer Supervisor		Location					
To:							
Psychology Clerk		Location					
From:							
Psychologist/ Psychologica	ll Associate	Signature					
Re:							
offender Name	FPS	DOB	WED				
Date of missed appointment:							
Time of missed appointment:							
Client called to cancel:	es 🔲 No						
Possible date of next appoint	ment:						

# **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 August 1, 2023 to July 31, 2026)

### 1.1 Professional Fees

a. Risk Assessment Services:

For the provision of risk assessment services as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm price per risk assessment report below in the performance of this Contract, Applicable Taxes 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 \$)
		Α	В	C= A x B
1.1			Maximum 300 assessments (100 per year)	

b. For the provision of the services described in section 6. Grievance and Investigation Processes, Review Panels, CSC Boards of Investigations as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, Applicable Taxes extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.1			30 hours of	
			billable time	
			(10 per year)	

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

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

Adjusted rate = all-inclusive hourly/assessment rate + (firm all-inclusive hourly/assessment rate x % CPI increase for previous calendar year)

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

# 3.0 Cost Reimbursable Expenses

- **3.1** Canada will not accept any travel and living expenses for:
  - a. Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
  - b. Any travel between the Contractor's place of business and the Institution; and
  - c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

## 4.0 Applicable Taxes

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

# 5.0 Payment by Credit Card

( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment.

Correctional Service Canada owing credit card is a Card:	Canada
	cquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment will not be considered as an evaluation criteria.

# Annex C - Security Requirements Check List

DSD-ONT5312-HSEX



Contract Number / Numéro du contrat 21422-26-4332616 Unclassified Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)								
PART A - CONTRACT INFORMATION / PARTIE A - 1. Originating Government Department or Organization		or Directorate / Direction générale ou Direction						
Ministère ou organisme gouvernemental d'origine	000	alth Services/ON						
3. a) Subcontract Number / Numéro du contrat de sou		ntractor / Nom et adresse du sous-traitant						
4. Brief Description of Work / Brève description du tra	vall							
Psychological Risk Assessments								
, cyanaragican rinani iacacamania								
5. a) Will the supplier require access to Controlled Goods?  Le fournisseur aura-t-ll accès à des marchandises contrôlées?  X No Vier Ves Oul								
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control								
Regulations?								
	hniques militaires non classifiées qui sont assujetties :	aux dispositions du Réglement						
sur le contrôle des données techniques?  6. Indicate the type of access required / indiquer le ty	pe d'accès requis							
5 a) Will the supplier and its employees require acce	ss to PROTECTED and/or CLASSIFIED Information of	r assets? No V Yes						
	accès à des renseignements ou à des biens PROTÉG							
(Specify the level of access using the chart in Qu								
(Préciser le niveau d'accès en utilisant le tableau	u qui se trouve a la question 7. c) s, maintenance personnel) require access to restricted	Laccess areas? No access to No Yes						
PROTECTED and/or CLASSIFIED Information of	r assets is permitted.	X Non Oul						
	s, personnel d'entretien) auront-lis accès à des zones	d'accès restreintes? L'accès						
å des renseignements ou à des biens PROTÈGI     6. c) Is this a commercial courier or delivery requirem		No Yes						
S'agit-il d'un contrat de messagerie ou de livrais		X Non Oul						
	will be required to access / Indiquer le type d'informati	on auguel le fournisseur devra avoir accès						
Canada X	NATO/OTAN	Foreign / Étranger						
7. b) Release restrictions / Restrictions relatives à la c		Totalgit / Etialigat						
No release restrictions	All NATO countries	No release restrictions						
Aucune restriction relative X	Tous les pays de l'OTAN	Aucune restriction relative						
à la diffusion		à la diffusion						
Not releasable								
A ne pas diffuser								
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :						
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :						
7 a) Lavel of Information / hitheau dileformation		l .						
7. c) Level of Information / Niveau d'information PROTECTED A	NATO UNCLASSIFIED	PROTECTED A						
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A						
PROTECTED B X	NATO RESTRICTED	PROTECTED B						
FROTEGED	NATO DIFFUSION RESTREINTE	PROTÉGÉ B						
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C						
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL						
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL						
SECRET	COSMIC TOP SECRET	SECRET						
SECRET	COSMIC TRÉS SECRET	SECRET						
TOP SECRET		TOP SECRET						
TRÉS SECRET L		TRÉS SECRET L						
TRÊS SECRET (SIGINT)		TRÊS SECRET (SIGINT)						
		_						
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité	O 114						
		Canadä						

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### DSD-ONT5312-HSEX



Contract Number / Numéro du contrat 21422-26-4332616 Unclassifié d'curity Classification / Classification de sécurité

PART A (continued) I PARTIE A (suite)  8. Will the supplier regulre access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?  No Yes							
	s ou à des biens COMSEC désignés PROTÉGÉS et/o						
If Yes, indicate the level of sensitivity:	•						
Dans l'affirmative, indiquer le niveau de sensibilité :							
<ol> <li>Will the supplier require access to extremely sensiti Le fournisseur aura-t-il accès à des renseignement</li> </ol>	ve INFOSEC Information or assets? s ou à des biens INFOSEC de nature extrêmement de	No Yes Non Oul					
	Short Title(s) of material / Titre(s) abrêgê(s) du matériel :						
	Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)						
10. a) Personnel security screening level required / Ni							
,							
X RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL SECRET SECRET	TOP SECRET TRÉS SECRET					
TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO SECRE NATO CONFIDENTIEL NATO SECRE						
SITE ACCESS	_ MATO CONFIDENTIEE MATO SECRE	COSMIC INES SECRET					
ACCÈS AUX EMPLACEMENTS							
Special comments: Commentaires spéciaux :							
•							
	re identified, a Security Classification Guide must be pro e contrôle de sécurité sont requis, un guide de classifi						
10. b) May unscreened personnel be used for portions		No Yes					
Du personnel sans autorisation sécuritaire peut		X Non Oul					
If Yes, will unscreened personnel be escorted?		No Yes					
Dans l'affirmative, le personnel en question ser	a-t-II escorté?	Non Oul					
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION (FOURNISSEUR)						
INFORMATION / ASSETS / RENSEIGNEMENT	, ,						
THE STATE OF THE S							
11. a) Will the supplier be required to receive and stor	e PROTECTED and/or CLASSIFIED Information or a						
premises?		NonOul					
Le fournisseur sera-t-il tenu de recevoir et d'ent CLASSIFIÉS?	reposer sur place des renselgnements ou des biens F	ROTEGES et/ou					
CENSON IES:							
<ol> <li>b) Will the supplier be required to safeguard COM</li> </ol>		X No Yes					
Le foumisseur sera-t-il tenu de protéger des rer	selgnements ou des biens COMSEC?	^ NonOul					
PRODUCTION							
11. c) Will the production (manufacture, and/or repair an	d/or modification) of PROTECTED and/or CLASSIFIED						
occur at the supplier's site or premises?	production (fabrication et/ou reparation et/ou modificati	Non Oul					
et/ou CLASSIFIÉ?	production (labrication evol reparation evol modificati	on) de maierier PNOTEGE					
INFORMATION TECHNOLOGY (IT) MEDIA / SUP	PORT RELATIF À LA TECHNOLOGIE DE L'INFORM.	ATION (TI)					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED No Yes							
Information or data?							
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?							
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?							
Disposera-t-ord fun lien electronique entre le système informatique du fournisseur et celui du ministère ou de l'agence							
gouvernementale?							
		1					
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Unclassified

PART C - (continued) / PARTIE C - (suite)																	
For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's																	
	site(s) or premises.  Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les																
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					CONFIDENTIEL		SECRET	DIFFUSION RESTREINTE	CONFIDENTIEL		TRES SECRET	Î	В		CONFIDENTIEL		SECRET
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#### DSD-ONT5312-HSEx



Contract Number / Numéro du contrat 21422-26-4332616 Unclassifiédurity Classification / Classification de sécurité

PART D - AUTHORIZATION / PART	IE D. AUTORIOATIO	M					
	13. Organization Project Authority / Chargé de projet de l'organisme						
Name (print) - Nom (en lettres moulé	Title - Titre Sign						
Johanna Kudoba	Mana	ger of Health	Johanna Kudoba Digitally signed by Johanna Kudoba tale: 2023.02.10 14:10:05 45:00				
Telephone No N° de téléphone	télécopieur	E-mail address - Adresse cour		Date			
7056871757		Johanna.Kudoba@	csc-scc.(	jc.ca			
14. Organization Security Authority /	urité de l'orgar	isme		O ( D Digitally signed by StDenia, Dominic			
Name (print) - Nom (en lettres moulé	P6)	Title - Titre		Signature	StDenis, Distribution, Committee		
Dominic St-Denis		A/Contracting	Security Analyst		Dominic Come 2002 10: 13 07 2034-00'07 Foat PCF Editor Version: 120.1		
Telephone No N° de téléphone	e télécopleur E-mail address - Adresse courriel			Date			
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>				t-elles jointes	X No Yes Oul		
16. Procurement Officer / Agent d'app	provisionnement						
Name (print) - Nom (en lettres moulé	96)	Title - Titre		Signature			
Darrin Molleson			nt & Contracting Office	Molles	on, Darrin Date 2023.02.10 14:49:28-0500		
Telephone No N° de téléphone 613-329-1381	Facsimile No Nº de		E-mail address - Adresse cou darrin.molleson@csc-s		Date		
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité		>+ Digitally signed by		
Name (print) - Nom (en lettres moulé	95)	Title - Titre	Lec	OMA	Lecompte, Denis		
APPROVED					/ \		
By Denis Lecompte at 10:56 a	m Feb 20 2023		Dei	his	Date: 2023.02.20		
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## Annex D - Evaluation Criteria

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M 1	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.		
M 2	The proposed psychologist must have two (2) years of experience in correctional or forensic psychology over the past five (5) years.		
	OR		
	The proposed psychologist must have at least two (2) years experience in clinical psychology and/or counseling psychology over the past five (5) years.		
M 3	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:		
	the name and address of the organization for which the risk assessment was performed;      the start and and dates of the risk.		
	<ul><li>2. the start and end dates of the risk assessment.</li><li>3. the name and contact information of the</li></ul>		
	organization's chief psychologist or administrator who oversaw the risk assessments.		

# **ANNEX E - Insurance Requirements**

#### 1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - 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.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### 3. Professional Liability Insurance:

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

# **ANNEX G -National Essential Health Services Framework**

Please see attached.