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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

1.2 Summary

Please refer to Annex A – Statement of Work

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section 3.1.

No price or cost information should appear in any other section of the bid. Failure to provide the Financial Bid in a separate attachment will render a bid non-responsive.

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Health Canada's server limitation.

2.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.

2.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Contracting Authority identified in Part 7, Section 7.5.1 and in accordance with section 2.4 (Enquiries).

2.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts 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:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

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- f. period of lump sum payment including start date, end date and number of weeks;
 - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) working 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.

2.5 Applicable Laws

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 *Bid Preparation Instructions*

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Bidders must include a narrative summary, simply referring to pages of a resource's curriculum vitae is not a suitable response.

Criteria #	Mandatory Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
<p>MT1</p>	<p>The Bidder must demonstrate that they have been in business for a minimum of five years as of the bid solicitation publication date, providing the Employee Assistance Program (EAP) services to outside clients¹ as described in Annex A, the Statement of Work (SOW), section 4.1.1. a, b, c, d, and e.</p> <p>In case of a joint venture, at least one member of the joint venture must meet the minimum of five years in business.</p> <p>The Bidder must provide:</p> <p>A copy of the business name Registration Certificate confirming the number of years the bidder has been in business</p> <p>OR</p> <p>A copy of the Provincial or Territorial Business Corporation Registration Certificate confirming the number of years the bidder has been in business</p> <p>OR</p> <p>A copy of the Federal Business Incorporation Registration Certificate confirming the number of years the Bidder has been in business.</p>		
<p>MT2</p>	<p>The Bidder must demonstrate accreditation by the Council on Accreditation of their EAP services.</p> <p>The Bidder must provide a copy of legal documents (e.g., certificate of accreditation).</p>		

¹ Outside client refers to a client that is external to the Bidder's organization. Parent companies, affiliates, and subsidiaries are considered internal.

<p>MT3</p>	<p>The Bidder must demonstrate that the proposed bilingual National EAP Account Manager has a minimum of two years of experience within the past five years prior to the bid solicitation publication date, providing Account Management Services to an organization with a minimum of 10,000 employees, performing the tasks and responsibilities as described in section 4.2.11. of the SOW.</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> i. The client organization's name; ii. The start and end date; iii. The client organization's contact name and email address; and iv. Details of the tasks, activities and responsibilities performed by their proposed resource. 		
<p>MT4</p>	<p>The Bidder must demonstrate that they have provided a minimum of two years of professional counselling services across Canada to outside clients¹ after October 1, 2015, for a minimum of 2,000 counselling clients per year:</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> i. The client organization's name; ii. The start and end date; iii. The client organization's contact name and email address; iv. The location counselling services were provided; v. The number of counselling clients for each location; and vi. An overview of the services provided. 		
<p>MT5</p>	<p>The Bidder must demonstrate that they have provided a minimum of two years of crisis intervention counselling services across Canada to outside clients¹ after October 1, 2015, for a minimum of 5,000 employees through a 24-hour toll-free number, accessible 365 days per year as described in section 4.2.3. of the SOW.</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> i. The client organization's name; ii. The start and end date; iii. The client organization's contact name and email address; iv. The number of employees; and v. The number of calls made to the crisis intervention counselling toll-free number per month. 		

<p>MT6</p>	<p>The Bidder must attest that they have delivered a minimum of 50 in-person and 25 virtual wellness sessions of a duration between one and three hours to outside clients¹ after October 1, 2015, in at least four of the seven following topics:</p> <ul style="list-style-type: none"> • Mental health/emotional health issues; • Stress; • Family-related issues; • Work-related issues; • Substance abuse; • Career transitions; or COVID-19. <p>The Bidder must demonstrate the following for 4 or the 7 above topics:</p> <ol style="list-style-type: none"> i. The client organization's name; ii. The client organization's contact name and email address; iii. The date and duration of the session; iv. The topic discussed during the session; v. The number of patients for virtual sessions; vi. The number of patients for in-person sessions; and vii. For in-person sessions, the location. 		
<p>MT7</p>	<p>The Bidder must demonstrate that they have a website with their EAP information available in both of Canada's official languages, English and French.</p> <p>The Bidder must provide their current EAP website URL in English and French.</p>		
<p>MT8</p>	<p>The Bidder must demonstrate that they have a secure web portal for the online counselling services in both of Canada's official languages.</p> <p>The Bidder must provide screenshots of their secure web portal in English and French.</p>		
<p>MT9</p>	<p>The Bidder must demonstrate that they have a website with health and wellness articles in both of Canada's official languages.</p> <p>The Bidder must provide screenshots of their website with health and wellness articles in English and French.</p>		
<p>MT10</p>	<p>The Bidder must demonstrate that they have provided 10 onsite Critical Incident Stress Management debriefing sessions across Canada to outside clients¹ after October 1, 2015, as described in section 4.2.6 of the SOW.</p> <p>The Bidder must provide:</p> <ol style="list-style-type: none"> i. The client organization's name; 		

	<ul style="list-style-type: none"> ii. The start and end date; iii. The client organization's contact name and email address; iv. The location where onsite sessions were provided; v. The number of employees; vi. The number of onsite sessions; and vii. An overview of the services provided. 		
MT11	<p>The Bidder must demonstrate that they have 24-hour toll-free telephone number(s) in both of Canada's official languages that are accessible 365 days per year, for the following services:</p> <ul style="list-style-type: none"> a. Intake services; and b. Crisis intervention counselling. <p>Website references for MT7 will not be accepted.</p> <p>The Bidder must provide supporting documentation in English and French that includes the Bidder's current toll-free number(s).</p>		
MT12	<p>The Bidder must demonstrate that they have 24-hour toll-free text telephone access (TTY) number(s) in both of Canada's official languages that are accessible 365 days per year for persons with hearing disabilities, for the following services:</p> <ul style="list-style-type: none"> a. Intake services; and b. Crisis intervention counselling. <p>Website references for MT7 will not be accepted.</p> <p>The Bidder must provide supporting documentation in English and French that includes the Bidder's current toll-free TTY number(s).</p>		
MT13	<p>The Bidder must demonstrate that they provide short-term counselling services in both of Canada's official languages via face-to-face sessions, online (chat, email, and video conference) and telephone, as described in section 4.2.2.</p> <p>The Bidder must provide supporting documentation in English and French that include the processes and/or guidelines (where applicable) that confirm how clients are able to obtain short-term counselling services.</p>		
MT14	<p>The Bidder must demonstrate the proximity of their facility to SHSD locations identified in Appendix 1 in the SOW A with the following constraints:</p> <ul style="list-style-type: none"> a. For each SHSD location that have over 100,000 residents in population, the Bidder's facility/affiliate counsellor must be within a maximum distance of 50 km travel radius by private vehicle or public transit 		

	<p>The Bidder must provide for each SHSD location identified in Appendix 1:</p> <ul style="list-style-type: none"> i. The full address of the facility/affiliate counsellor (civic address, municipality/town, province and postal code); and ii. The distance in kilometers between the facility and the SHSD location using the driving option of a web mapping service. 		
MT15	<p>The Bidder must demonstrate that they are able to provide a call back within 24 hours for intake services in cases where an appointment cannot be booked at the time of the call and offer an appointment time within seven working days.</p> <p>The Bidder must provide the process or system in place demonstrating that a call back is provided within 24 hours and an appointment is offered within seven working days.</p>		
MT16	<p>The Bidder must demonstrate that all scheduled appointments for short-term counselling occur and that they are able to follow-up with a client within 24 hours when an appointment is missed.</p> <p>The Bidder must provide the process or system in place demonstrating that scheduled appointments occur and a call back is provided within 24 hours of a missed appointment.</p>		
MT17	<p>The Bidder must demonstrate that they have an established contingency plan outlining how they will ensure continuity of services in a national emergency such as a pandemic.</p> <p>The Bidder must provide their contingency plan demonstrating:</p> <ul style="list-style-type: none"> i. The name of the team or individual responsible for the implementation of the pandemic ii. plan including their back-up; iii. The list of services deemed essential and how these services will be provided; and iv. The process to be used to make this information available to clients. 		

4.1.1 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Each point rated technical (RT) criterion should be addressed separately.

Bids which fail to obtain the minimum pass mark will be declared non-responsive.

The minimum pass mark is 172 points out of a potential total of 245 points.

Number	RT Criterion	Cross-Reference to bid (<i>indicate page #</i>)	Weighting (Points)
RT1	Corporate Experience		Maximum points: 15
RT1.1	<p>In addition to MT1, the Bidder should demonstrate how many years it has been in the business of providing EAP services to outside clients¹ as of the bid solicitation publication date.</p> <p>In order to score points, the following information should be provided:</p> <p>The time period (month/year to month/year) the Bidder has been providing EAP services to outside clients¹.</p>		<p>5 points = More than 5 years up to 9 years</p> <p>10 points = More than 9 years up to 14 years</p> <p>15 points = More than 14 years</p>
RT2	Resource Diversity		Maximum points: 20
RT2.1	<p>The Bidder should demonstrate resource diversity by identifying all of the languages, other than English or French, that they are able to provide services in for face-to-face, online, and telephone counselling services.</p> <p>In order to score points, the following information should be provided:</p> <p>The name(s) of each counsellor and the language(s) he/she is able to provide services in.</p> <p>No additional points will be awarded for more than five additional languages or for more than four counsellors.</p>		<p>5 points = Two counsellors able to provide two additional languages</p> <p>10 points = Three counsellors able to provide three to four additional languages</p> <p>15 points = Four counsellors able to provide five or more additional languages</p> <p>Maximum points for RT2.1: 15</p>
RT2.2	<p>The Bidder should demonstrate its professional counsellor network reflects the heritage and diversity of Canada's population.</p> <p>In order to score points, the following information should be provided:</p> <p>Copy of the policy(ies) currently in place promoting resource diversity (e.g., hiring practices).</p>		<p>5 points</p> <p>Maximum points for RT2.2: 5</p>

Number	RT Criterion	Cross-Reference to bid (indicate page #)	Weighting (Points)
RT3	Education		Maximum points: 25
RT3.1	<p>The Bidder should demonstrate they can provide professional counsellors for face-to-face, online or telephone counselling who possess training in the following areas, in addition to the minimum qualifications in sections 7.3 and 7.6 of the SOW:</p> <ul style="list-style-type: none"> a. Cross-cultural counselling (including on issues of client's experiences of racism and discrimination); b. Counselling to individuals of different age groups (e.g., seniors, children, midlife adults); c. Counselling to individuals of the lesbian, gay, bisexual, transgender, queer/questioning, two-spirit, and others (LGBTQ2S+) community; and d. Counselling individuals with disabilities. <p>In order to score points, the following information should be provided:</p> <p>The name(s) of each counsellor and the area(s) he/she has training in.</p> <p>A counsellor may be listed up to four times, one for each area of training.</p>		<p>10 points = 10 to 14 counsellors trained in any of the additional areas</p> <p>15 points = 15 to 19 counsellors trained in any of the additional areas</p> <p>20 points = 20 to 25 counsellors trained in any of the additional areas</p> <p>25 points = More than 25 counsellors trained in any of the additional areas</p>
RT4	Services Approach and Methodology		Maximum points: 100
RT4.1	<p>Intake Services</p> <p>The Bidder should provide their methodology of the intake services which will be used by the Bidder and should include their:</p> <ul style="list-style-type: none"> a. Intake process(es); and b. Quality assurance monitoring process of the intake services. <p>A formal process would involve systematic monitoring of a sample of calls against established service standards, and the provision of regular performance feedback, coaching or training to intake services resources.</p>		<p>Intake Process</p> <p>5 points = In cases where intake services resources cannot book an appointment with the client at the time of their call, a call-back with an appointment occurs more than four hours later or less than eight hours later.</p> <p>10 points = In cases where intake services resources cannot book an appointment with the client at the time of their call, a call-back with an</p>

Number	RT Criterion	Cross-Reference to bid (indicate page #)	Weighting (Points)
	<p>An informal process would involve addressing service standard issues and providing performance feedback, coaching or training to intake services resources, when the need arises.</p> <p>In order to score points, the following information should be provided:</p> <p>i. Copy of the intake services process(es) which clearly outline the length of time taken for a call-back to book an appointment, or if the appointment is booked live at the time of the call; and</p> <p>Copy of the quality assurance process(es) (formal or informal) implemented by the bidder.</p>		<p>appointment occurs more than one hour later or less than four hours later.</p> <p>15 points = In cases where intake services resources cannot book an appointment with the client at the time of their call, a call-back with an appointment occurs within one hour.</p> <p>20 points = Intake services resources book appointments with the client live at the time of their call.</p> <p>Maximum points for intake process: 20</p> <p>Quality Assurance Monitoring Process</p> <p>5 points = Bidder provides an informal process used to monitor intake services.</p> <p>10 points = Bidder provides a formal process used to monitor intake services.</p> <p>Maximum points for quality assurance monitoring process: 10</p> <p>Maximum points for RT4.1: 30</p>

Number	RT Criterion	Cross-Reference to bid (indicate page #)	Weighting (Points)
RT4.2	<p>Referral Service</p> <p>a. The Bidder should demonstrate that their inventory of community resources, support agencies and service providers include services dealing with a wide range of issues, including but not limited to:</p> <ol style="list-style-type: none"> 1. Physical; 2. Emotional; 3. Financial; 4. Legal; 5. Psychiatric; 6. Violence; 7. Abuse; 8. Addiction. <p>b. The Bidder should describe that their inventory of community resources includes services for a wide range of clients, including but not limited to:</p> <ol style="list-style-type: none"> 1. Seniors; 2. Adults; 3. Youth; 4. Children; 5. Visible Minorities; 6. Parents; 7. Victims of Violence; 8. Couples; 9. Families; 10. LGBTQ2+ community. <p>In order to score points, the following information should be provided:</p> <p>i. A list of the community resources, support agencies and service providers the Bidder refers to, indicating the issues they address; and</p> <p>A list of the community resources the Bidder refers to, indicating the clients they support.</p>		<p>Range of Issues</p> <p>5 points = One to three issues</p> <p>10 points = Four to six issues</p> <p>15 points = More than six issues</p> <p>Maximum points for range of issues: 15</p> <p>Range of Clients</p> <p>5 points = One to four clients</p> <p>10 points = Five to eight clients</p> <p>15 points = More than eight clients</p> <p>Maximum points for range of clients: 15</p> <p>Maximum points for RT4.2: 30</p>
RT4.3	<p>Information and Educational Sessions</p> <p>The Bidder should identify the one-hour informational and educational</p>		<p>5 points = Range of topics of information and educational sessions for less than three areas.</p>

Number	RT Criterion	Cross-Reference to bid <i>(indicate page #)</i>	Weighting (Points)
	<p>sessions they offer to their clients for the following areas:</p> <ul style="list-style-type: none"> a. Mental health/emotional health issues; b. Stress; c. Family-related issues; d. Work-related issues; e. Substance abuse. <p>In order to score points, the following information should be provided:</p> <p>A list of the informational and educational sessions along with a brief description for each area being offered including the title, objectives and overview of the sessions.</p> <p>The description for each area provided by the Bidder should not exceed one page, single spaced. One half-page is sufficient, if all requested information is provided</p>		<p>10 points = Range of topics of information and educational sessions for four or more areas.</p> <p>Maximum points for RT4.3: 10</p>

Number	RT Criterion	Cross-Reference to bid (indicate page #)	Weighting (Points)
RT4.4	<p>Digital Content</p> <p>The Bidder should provide the information available on their web site for clients.</p> <p>In order to score points, the following information should be provided:</p> <p>A list of the content that is available on their web site and app, organized by:</p> <ul style="list-style-type: none"> i. Video recordings and podcasts; and ii. Articles, toolkits and handouts. 		<p>5 points = A variety of information available including a multimedia library offering five to nine video recordings or podcasts on topics related to health and wellness, and 25 and 49 articles, toolkits and handouts.</p> <p>10 points = A variety of information available including a multimedia library offering between 10 and 20 video recordings or podcasts on topics related to health and wellness, and 50 and 99 articles, toolkits and handouts.</p> <p>15 points = A variety of information available including a multimedia library offering over 20 video recordings or podcasts on topics related to health and wellness, and over 100 articles, toolkits and handouts.</p> <p>Maximum points for RT4.4: 15</p>
RT4.5	<p>Digital Services</p> <p>The Bidder should describe the services available on their app for clients</p> <p>In order to score points, the following information should be provided:</p> <p>A list of services available on their app.</p>		<p>5 points = Challenges and/or tracking functions for physical and mental health activities</p> <p>5 points = Self-directed assessments</p> <p>5 points = Minimum of 10 self-directed activities (cognitive behavioural therapy based)</p> <p>Maximum points for RT4.5: 15</p>

Number	RT Criterion	Bid Preparation Instructions	Weighting (Points)
RT5	Organizational Practices		Maximum points: 85
RT5.1	<p data-bbox="277 260 537 291">Clinical Supervision</p> <p data-bbox="277 321 716 499">The Bidder should demonstrate the controls in place to monitor and supervise their professional counsellors, including those involved in online-counselling. The controls in place should include:</p> <ul style="list-style-type: none"> <li data-bbox="277 533 509 564">a. Frequency; and <li data-bbox="277 567 509 598">b. File Monitoring. <p data-bbox="277 627 716 684">In order to score points, the following information should be provided:</p> <ul style="list-style-type: none"> <li data-bbox="277 718 716 806">i. Copy of process(es) that outline the method and frequency of clinical supervision; and <li data-bbox="277 840 716 989">ii. Copy of file monitoring process(es) to ensure the standards for file monitoring are adhered to including the frequency in which this occurs. 		<p data-bbox="1216 260 1354 291">Frequency</p> <p data-bbox="1216 321 1511 470">5 points = Monthly clinical supervision meetings between the clinical supervisor and professional counsellors.</p> <p data-bbox="1216 504 1511 716">10 points = Two or more systematic and regular clinical supervision meetings per month between the clinical supervisor and professional counsellors.</p> <p data-bbox="1216 749 1451 806">Maximum points for frequency: 10</p> <p data-bbox="1216 840 1409 871">File Monitoring</p> <p data-bbox="1216 905 1511 1083">5 points = Annual sampling review of client files to assure that file-keeping guidelines, as defined by governing body, are being met.</p> <p data-bbox="1216 1117 1511 1329">10 points = Sampling review of client files twice per year to assure that file-keeping guidelines, as defined by governing body, are being met.</p> <p data-bbox="1216 1362 1495 1419">Maximum points for file monitoring: 10</p> <p data-bbox="1216 1453 1451 1509">Maximum points for RT5.1: 20</p>

Number	RT Criterion	Bid Preparation Instructions	Weighting (Points)
RT5.2	<p>Clinical Training</p> <p>The Bidder should demonstrate how they promote and support regular opportunities for yearly clinical training including but not limited to conferences, seminars, workshops, certification, emerging trends in counselling, etc.</p> <p>In order to score points, the following information should be provided:</p> <p>i. The Bidder should describe the training or awareness information provided systematically to professional counsellors in the following areas:</p> <ul style="list-style-type: none"> a) Cross-cultural counselling (including issues of clients' experiences of racism and discrimination); b) Counselling to individuals of different age groups (e.g., seniors, children, midlife adults); c) Counselling to individuals of the LGBTQ2S+ community; d) Counselling individuals with disabilities. <p>ii. The Bidder should describe the additional training provided systematically to intake services resources in the following areas:</p> <ul style="list-style-type: none"> a) Suicide intervention; b) Domestic violence; c) Communication skills related to dealing with people in distress/ crisis. 		<p>Frequency</p> <p>5 points = Professional counsellors able to access clinical training once a year.</p> <p>10 points = Professional counsellors able to access clinical training more than once a year.</p> <p>Maximum points for frequency: 10</p> <p>Areas</p> <p>5 points will be awarded for each area Professional Counsellors receive training or awareness information in, up to a maximum of 20 points.</p> <p>Maximum points for areas: 20</p> <p>Additional Training</p> <p>5 points will be awarded for each area Professional Counsellors receive additional training in, up to a maximum of 15 points.</p> <p>Maximum points for additional training: 15</p> <p>Maximum points for RT5.2: 45</p>

Number	RT Criterion	Bid Preparation Instructions	Weighting (Points)
RT5.3	<p>Complaints Investigation and Follow-up</p> <p>The Bidder should describe their complaint resolution mechanisms and procedures including, but not limited to:</p> <ul style="list-style-type: none"> a. Receiving and addressing complaints to the Bidder from clients receiving EAP services; and b. Receiving and addressing complaints to the Bidder from a representative of the client organization concerning client service issues. <p>In order to score points, the following information should be provided:</p> <p>A step-by-step complaint resolution process indicating the mechanisms and procedures to receive and address complaints. The resolution process should include the following processes:</p> <ul style="list-style-type: none"> i. Complaint follow-up process; ii. Options for resolution; iii. Reports documenting complaints and resolutions; iv. Measures to address complaints (including additional training for counsellor, disciplinary process). 	v.	<p>5 points will be awarded for each process included, up to a maximum of 20 points.</p> <p>Maximum points for RT5.3: 20</p>
		<p>Maximum Points</p> <p>Minimum Points Required (70%)</p>	<p>245 Points</p> <p>172 Points</p>

4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30%]

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a **70/30** ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OS_i x 70)	Pricing Score (LP/P_i x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52

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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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 specified will render the bid non-responsive.

5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 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 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7- Resulting Contract Clauses; and
- e. the Bidder must provide the address of each proposed site or premise of work performance and document safeguarding as follows:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

If the information is not provided in or with 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.)

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

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
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.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. 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).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award for three years

7.4.2 Option to Extend the Contract ([A9009C](#))

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Yvonne Murphy, Procurement and Contracting Officer
Materiel and Assets Management Division
Chief Financial Officer Branch
11th Floor, Jeanne Mance Building
200 Eglantine Driveway, Tunney's Pasture
Ottawa, Ontario, K1A 0K9
Telephone: 343.543.1965
E-mail address: yvonne.murphy@hc-sc.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 anyone other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: To Be Determined at Contract Award

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.

7.5.3 Contractor's Representative

To Be Determined at Contract Award

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

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

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

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

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the Basis of Payment in Annex B. Customs duty are _____ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The following is applicable only if the option to extend the Contract is exercised by Canada:

During the extended period of the Contract specified below, to perform all the Work in relation to the Contract extension, the Contractor will be paid the firm lot price specified below. Customs duty are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

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

whichever comes first.

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

7.7.3 Milestones Payments

H1008C (208-05-12) Monthly Payment apply to and form part of the Contract.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. The description and value of the milestone claimed as detailed in Annex A;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address for certification and payment:

p2p.invoices-factures@hc-sc.gc.ca

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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;
- (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 Requirement Check List;
 - (g) the Contractor's bid dated _____

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A” STATEMENT OF WORK

Employee Assistance Services RFP - Specialized Health Services Directorate

1.0 TITLE

Employee Assistance Program (EAP) services for the Health Canada's Specialized Health Services Employees and their Immediate Family Members

2.0 SCOPE

2.1 Introduction

Health Canada's Specialized Health Services Directorate (SHSD) consists of the Public Service Occupational Health Program (PSOHP), Employee Assistance Services (EAS), (Mental Health Interventions Design and Development (MHIDD), Policy and Strategic Direction (PSDD), Research and Innovation (RiD) and the Director General's Office (DGO). There are plus or minus 300 indeterminate and term employees, located primarily in major urban centres across Canada.

SHSD employs a workforce comprised of administrative personnel, program officers, managers, supervisors and other specialized roles: doctors, nurses, nurse practitioners, mental-health counsellors and hygienists. Across all programs, SHSD staff primarily work in three locations: office buildings, medical clinics and virtually from home.

Employees of across SHSD deliver high quality services despite heavy workloads (operational and administrative) which can also be compounded by unforeseeable situations (e.g. COVID 19, increased administrative burden such as Access to Information requests with tight deadlines).

2.2 OBJECTIVE

SHSD is committed to making available a confidential and voluntary EAP, without prejudice to job security or career progression, to employees who may be experiencing personal, health or work-related issues affecting their mental health and well-being. The purpose of this program is to provide a variety of consulting and professional services to the employees and their dependants.

This EAP will also support supervisors, managers and human resources professionals in acquiring the skills and knowledge needed to foster and maintain a psychologically safe and healthy workplace, through its advisory services, learning solutions, and prevention activities.

Currently, SHSD employees have access to the Government of Canada's Employee Assistance Program, however, management recognizes that some employees might be uncomfortable contacting EAP when the services are provided by their peers and colleagues. For that reason, SHSD requires the services of a third party EAP provider, to provide EAP supports.

2.2 BACKGROUND

SHSD is committed to providing timely and accessible mental health and well-being services that correspond and evolve with employees' and their family members' needs. SHSD also recognizes the value and importance of promoting mental health through a prevention/education approach, and to create and sustain healthy and respectful work environments that foster employee well-being, engagement and productivity.

SHSD currently uses two different service delivery models to provide both internal and external EAP services across Canada to its employees. This Statement of Work (SOW) pertains to the external component only.

2.3 POPULATION COVERED

The population covered under this SOW includes all SHSD employees and their dependants, as defined in section 2.4 below. The population of SHSD across Canada is approximately 300 employees.

Refer to Appendix 1 for the complete list of SHSD locations.

2.4 TERMINOLOGY

For the purpose of this requirement the following definitions apply:

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

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

Many times the concern reported by the client at intake (i.e. primary presenting issue) is not the primary issue as determined by the professional counsellor (i.e. primary assessed issue). Only the assessed issues (primary, secondary, tertiary, etc.) must be tracked for SHSD statistical purposes.

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

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

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

- a. Clients who call for information or call requiring referral services only;
- b. Advisory services provided to managers, and supervisors unless counselling is provided; and
- c. Clients who initiate counselling services but do not attend their scheduled session regardless of modality.

Client: A SHSD employee or a dependant/spouse-partner who accepts the assistance of the EAP.

Client case file: Any documentation pertaining to the client, whether they include clients’ personal identifying information or not.

Counsellor: An individual qualified by training or certification in the techniques of assessment services, short-term counselling, referral and follow-up.

Critical incident/traumatic event: Any situation outside the range of normal experience that causes unusually strong emotional and/or physical reactions, either at the scene of the incident/event or later, that could interfere with one’s ability to function. Examples of situations that can be traumatic/critical incidents

for employees who experience them in the line of duty are: the death or serious injury of a co-worker, physical assault (or the threat of), being subject to an event involving weapons or a hostage taking.

Critical Incident Stress Management (CISM): An adaptive, short-term psychological helping-process to enable an individual to return to their daily routine more quickly and with less likelihood of experiencing post-traumatic stress disorder. It is a form of mental health “first aid” to support individuals who have experienced or witnessed a critical incident/traumatic event.

CISM Basic or Level 1 type training: Presents the core elements of a comprehensive, systematic and multi-component crisis intervention curriculum. Its purpose is to prepare the participants to understand a wide range of crisis intervention services. Fundamentals of CISM would be outlined and participants would gain the knowledge and tools to provide several group crisis interventions, specifically demobilizations, defusings and debriefings. The need for appropriate follow-up services and referrals when necessary would be included. Training is 14 hours in duration, and is a prerequisite to CISM Advanced or Level 2 type training.

Debriefing: A debriefing is a seven-phase structured group discussion for small groups occurring usually within 1 to 10 days after a critical event. It is conducted by a trained mental health professional. Its aim is to facilitate closure, mitigate symptoms and triage individuals who may need further support.

Defusing: A defusing is a three-phase structured small group discussion held within hours of a critical event. Its aim is to assess, triage, mitigate acute symptoms, assess need for follow-up and, when possible, provide psychological closure. It is conducted by a trained mental health professional.

Dependant: For the purpose of this SOW, dependent means an employee’s (or deceased employee, for a 12-month period following the last day of employment) spouse/partner, a dependent child of an employee or the dependent child of the employee’s spouse/partner, who is an unmarried child of an employee or of the employee’s spouse/partner, including an adopted child, a stepchild and a foster child in respect of whom the employee stands in loco parentis, provided such person is:

- Under 21 years of age;
- Under 25 years of age and attending an accredited school, college or university on a full-time basis; or,
- A person over 21 up to and including 25 years of age, who is wholly dependent because of physical or mental impairment.

EAP orientation session: One-hour session or lunch-and-learn providing information on all the services available and how to access them, the forms of communication available, who can access the services, limits of confidentiality, examples of reasons for accessing services and the toll-free telephone numbers. This includes a bilingual PPT presentation detailing all available services provided for use as a resource by employees and management.

Employee: All persons currently employed by the SHSD in an indeterminate or determinate position, including students and employees who are hired on a part-time basis. Includes employees appointed on a full-time or part-time basis; casual employees; term employees; indeterminate employees, including seasonal and acting appointments; employees/students who are retired, or whose employment has been terminated (for a 12-month period following the last day of employment) or who are on leave without pay. Note that contractor-consultants are not considered employees.

In the event of a person no longer employed by SHSD but who had already started a counselling process with one of the Contractor’s professional counsellors prior to retiring or being terminated, the Contractor must continue to provide the service until such time as the counselling process is completed.

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

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

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

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

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

Utilization rate: Percentage calculated by dividing the total number of new cases by the total number of SHSD employees covered during the fiscal year.

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

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

3.0 APPLICABLE DOCUMENTS

Direction for Electronic Data Residency	https://www.canada.ca/en/government/system/digital-government/digital-government-innovations/cloud-services/direction-electronic-data-residency.html
Library and Archives of Canada Act, S.C. 2004, c. 11	https://laws-lois.justice.gc.ca/eng/acts/L-7.7/
Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5	https://laws-lois.justice.gc.ca/ENG/ACTS/P-8.6/index.html
Privacy Act, Access to Information Act, R.S. 1985, c. A-1	https://laws-lois.justice.gc.ca/eng/acts/a-1/
Protection of Personal Information in the Private Sector	https://laws-lois.justice.gc.ca/eng/acts/P-8.6/index.html
Public Service Health Care Plan	http://www.pshcp.ca/
Treasury Board Secretariat Policy - Policy on People Management	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32621
Directive on Employee Assistance Programs Appendix 1 to Annex A, SHSD Locations	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32639 Page 59

4.0 REQUIREMENTS

4.1 Scope of Work

4.1.1 The Contractor must provide the following core EAP services to clients:

- a. Intake services (as detailed in section 4.2.1);
- b. Short-term counselling services (as detailed in section 4.2.2);
- c. Crisis intervention services (as detailed in section 4.2.3);

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- d. Specialized consultative services (as detailed in section 4.2.4);
 - e. Advisory services (as detailed in section 4.2.5);
 - f. Well-being documentation (as detailed in section 4.2.7);
 - g. National EAP Account Manager (as detailed in section 4.2.10);
 - h. Program monitoring and quality control services (as detailed in section 4.2.11);
 - i. Website and secure web portal (as detailed in section 4.2.12);
 - j. Access to digital application (app) (as detailed in section 4.2.13); and
 - k. Facilities for face-to-face counselling services (as detailed in section 4.2.14).

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

- a. CISM services (as detailed in section 4.2.6);
- b. Orientation and wellness sessions (as detailed in section 4.2.8); and
- c. Promotional and information materials (as detailed in section 4.2.9).

4.2 Tasks

4.2.1 Intake Services:

4.2.1.1 The Contractor must provide intake services resources that meet the qualifications as detailed in section 7.2;

4.2.1.2 The Contractor must provide the facilities and equipment necessary to provide telephonic intake services (available on a 24/7 basis);

4.2.1.3 The Contractor must provide intake services including but not limited to the following:

- a. Document the employee or dependant’s contact information, the employee’s status, their region, ensuring the employee is eligible for the services, as per the definition of “Employee” and “Dependant”;
- b. Obtain emergency contact information from the client prior to proceeding with the intake service;
- c. Gather information on the area of concern for the client (i.e. presenting issue), and on any accessibility needs, to ensure a better client/counsellor and office location match;
- d. Perform risk assessments as appropriate: If the client requests immediate intervention, the Contractor must oblige that request;
- e. Transfer calls or online messages requiring immediate intervention directly and without interruption to a professional counsellor, such as in crisis situations. These calls/online messages must be considered cases as soon as there is direct contact between the client and a professional counsellor;
- f. Provide information about the short-term counselling services available under this contract, including, but not limited to: number of hours available (short-term in nature), counselling modalities available, cancellation and no show policies;
- g. Book appointments with a professional counsellor with the expertise and/or interest related to the area of concern (the next available appointment that fits within the schedule of the client must be given) and who’s office location/specifications meet the client’s preferences or accessibility needs;
- h. Provide call back within 24 hours in cases where an appointment cannot be booked at the time of the call and offer an appointment time within seven working days. The Contractor must have a process or system in place to ensure this requirement is met for every client;

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- i. Redirect SHSD employees and managers requesting CISM assistance to contact the SHSD Project Authority (who will initiate the request with the Contractor). The employee or manager must also be offered one-on-one assistance to help them deal with the critical incident. This must be offered immediately by transferring their call to a professional counsellor who meets the qualifications detailed in section 7.4, or an appointment must be scheduled if the situation is deemed not urgent as assessed by intake services;
 - j. Create client case files, when appropriate. The following are **not** to be considered cases, and must be tracked separately: clients who call for information or call requiring referral services only; advisory services provided to managers, supervisors; specialized consultations provided to employees and family members; and clients who initiate counselling services but do not attend their scheduled session regardless of modality; and,
 - k. Provide information and referrals to other resources as appropriate. Information on, and referrals to community resources provided as part of the intake services must not be charged separately as a stand-alone service.

4.2.2 Short-Term Counselling Services

Short-term counselling services involve contacts between a client and a professional counsellor engaged in in-person, online or telephonic conversation, where both parties work collaboratively to resolve identified issues and concerns.

For employees outside of Canada, services must be offered online or telephonic.

4.2.2.1 The Contractor must provide short-term counselling services including but not limited to the following:

- a. All forms of communication or counselling modality must be explained to clients so that they make an informed decision around counselling options;
- b. Counselling services must be offered outside of SHSD facilities at a suitable time and location. The first counselling session must occur within five working days of the client contacting the Contractor unless unforeseen circumstances arise;
- c. In the event a client reaches a professional counsellor directly without first reaching intake services (e.g. crisis situation or online counselling), the professional counsellor must obtain emergency contact information from the client prior to proceeding further;
- d. Counselling services must be available Monday to Friday except for statutory holidays applicable to the province where the service is rendered;
- e. Counselling services must be available within the core working hours of 7:00 AM to 5:00 PM (local time);
- f. Counselling services must be available during evening hours (5:00 PM to 9:00 PM local time) upon request;
- g. Scheduling of appointments completed by intake services;
- h. A schedule of counsellor availability and their specifications (i.e. if the office is in a private home or public building, if the office and washroom facilities are wheelchair accessible, and parking information) must be provided to the Contractor's intake services three weeks in advance;
- i. A process or system must be in place to track all scheduled appointments, ensuring they occur, and if appointments are missed by either the client or professional counsellor, the Contractor must

be prompted to follow-up with the client within 24 hours of the missed appointment to offer a resolution;

- j. Counselling services must provide the client with as many sessions as is required to address the presenting issue, within the expectations of short-term counselling, as determined by the counsellor. The actual number of sessions will vary depending on the nature, the severity and urgency of the problem;
- k. Limit short-term counselling to once per year, per presenting issue, per client;
- l. The services must be provided in both of Canada's official languages, English and French
- m. Counselling services must be available to the client in the following modalities in both of Canada's official languages, English and French:
 - i. **Face-to-face counselling** is defined as direct in-person contact between the client and the professional counsellor. Face-to-face counselling must be the first form of delivery modality for counselling services. All other forms of communication must be explained to the client so that they can make an informed decision about which counselling delivery modality would best meet their needs and preference. The only exception is for employees outside of Canada (no face-to-face counselling available).

The Contractor must provide professional counsellors for face-to-face counselling that meet the qualifications detailed in section 7.3. The Contractor must provide the facilities as detailed in section 4.2.13 for face-to-face counselling sessions.

- ii. **Online counselling** is defined as all clinical consultations and services that are conducted via various internet-assisted modalities (chat, email, and video conference), as described below. It is done through a secured web portal. It uses a user-friendly platform which allows the client to utilize the service easily, and a secure platform which assures client confidentiality and privacy. Online counselling is not appropriate for all types of situations and should only be presented to the client as an option and not as a recommendation, ensuring the choice remains with the client. The Contractor must avoid targeted promotional campaigns for online counselling services.
 - a) **Chat** is defined as synchronous online services providing clients with professional counselling delivered in real-time through text services. Clients correspond via text with a professional counsellor for private, immediate clinical support regarding their issue. The Contractor must provide professional counsellors that meet the qualifications detailed in section 7.6.
 - b) **Email** is defined as non-synchronous, professional, and confidential counselling service available directly through secure e-mail conferencing. If a client contacts a professional counsellor using their work e-mail, the Contractor must make the client aware that the confidentiality of an e-mail exchange cannot be guaranteed and that all content shared by e-mail is not confidential and is the property of the SHSD. The Contractor must provide professional counsellors that meet the qualifications detailed in section 7.6.
 - c) **Video conference** is defined as the communication between the client and the professional counsellor using a computer (a personal home computer can be used), webcam, landline, and encrypted custom internet software enabling both parties to see and hear each other. The Contractor must provide professional counsellors for video conference that meet the professional counsellors for face-to-face counselling qualifications detailed in section 7.6.

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- iii. **Telephone counselling** is defined as contact between the client and the professional counsellor by telephone. It is not appropriate for all types of situations and should only be presented to the client as an option and not as a recommendation, ensuring the choice remains with the client.
 - n. In the event the client chooses to proceed with online counselling, the Contractor must:
 - i. Make the client aware that the confidentiality of information exchanged through online counselling cannot be guaranteed;
 - ii. Ensure that the client provides consent to engaging in online counselling as a method of receiving counselling services. Consent can be obtained electronically by directing the client to the text for consent and to click an agreement checkbox (or similar) and a submit button (or similar); and
 - iii. Screen clients on the suitability of online counselling for each client on a case-by-case basis. The screening process will include potential technological issues, language issues, keyboarding issues, presenting issues and clinical concerns. The screening process assesses the client for (but not limited to) risk of suicide and violence to or from others. Clients determined not to be suitable for online counselling must immediately be re-directed to intake services. If the situation is a crisis, the client must immediately be re-directed to crisis intervention counselling.
 - o. The Contractor must maintain contacts with, and have established an inventory of, community resources, support agencies and service providers in a variety of EAP-related fields (addiction counsellors, group therapists, social workers, psychologists, etc.) in order to refer clients for longer-term or specialized counselling services as needed. The Contractor must send or transfer clients to outside/community resources or to other internal SHSD resources (e.g. human resources advisor, informal conflict management advisor, and union) as needed;
 - p. Provide information on, and referrals to community resources provided as part of the counselling services, and this must not be charged separately as a stand-alone service;
 - q. Inform the client of the psychological services coverage available to SHSD employees under the Public Service Health Care Plan benefits;
 - r. Short-term counselling must only be undertaken when some resolution to the issue can be arrived at within the limits of a short-term counselling model. The professional counsellors must perform a client assessment that includes the form of communication to be used, a risk assessment, short-term counselling when appropriate, referral to longer term or specialised community resources, and follow-up. If short-term counselling is not appropriate, referral to the appropriate resources must be made immediately after assessment;
 - s. In the event the assigned professional counsellor becomes unavailable, the Contractor must inform the client and provide an appointment with an alternative professional counsellor within five working days;
 - t. Waive any potential fee for cancellations of counselling services provided with a minimum of 24-hours' notice; and
 - u. In the event of contract termination, the Contractor must continue to provide the services defined in this SOW to SHSD employees and their dependents who have already started a counselling process with one of the Contractor's counsellors until such time as the counselling process is completed.

4.2.3 Crisis Intervention Counselling

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- 4.2.3.1 The Contractor must provide access to professional counsellors for crisis intervention counselling 24 hours per day, 365 days per year, through a toll-free telephone number or a toll-free text telephone access (TTY). As noted in section 4.2.1.3 e, if clients reach the intake services, who recognizes the call as requiring immediate intervention (or if the client requests immediate intervention), the call must be transferred directly and without interruption to a professional counsellor. If clients reach an after-hours voice automated system, they must be able to be connected directly with a professional counsellor within one button push. A recorded message with call back is not acceptable.
- 4.2.3.2 The professional counsellor must conduct a risk assessment to determine the potential for harm to self or others. The Contractor must provide the appropriate level of intervention based on the Contractor's protocol for handling clients in crisis; including but not limited to suicidal and or homicidal clients.
- 4.2.3.3 If a call is routed to the crisis intervention counsellor (either by intake or directly by the client through a button push), but upon contact with the counsellor it is determined that it is not a crisis intervention situation, the counsellor must transfer the call to intake services, where the intake services will schedule an appointment. Such calls must be treated as calls for information, reported in the statistics report as such, and must be at no charge to the SHSD.

4.2.4 Specialized Consultative Services

- 4.2.4.1 The Contractor must provide basic advice and referral telephone services to clients in the legal and financial subject areas. Legal services must be provided by an entity that holds a Certificate of Qualification issued by the National Committee on Accreditation appointed by the Federation of Law Societies of Canada and the Committee of Canadian Law Deans to provide basic legal consultation to SHSD employees.
- 4.2.4.2 Specialized consultation services include but are not limited to:
- a. Clients must be provided an appointment at the time of the call, or be provided a call back within 24 hours in cases where an appointment cannot be booked at the time of the call;
 - b. The appointment must be scheduled within five working days;
 - c. Services are to be provided to the client to a maximum of one session of one hour, once per issue per year; and
 - d. No additional fees charged for coordination of services or other administrative tasks. There must be no fee for cancellations of specialized consultative services provided with a minimum of 24-hours' notice.
- 4.2.4.3 The Contractor must provide specialized consultative services on additional topics related to work and personal life, such as career counselling, eldercare, etc. at any time throughout the duration of the contract, when requested by the Project Authority.

4.2.5 Advisory Services

- 4.2.5.1 The Contractor must provide professional counsellors that meet the qualifications detailed in section 7.5, and any necessary equipment to provide advisory services to supervisors, and managers, to assist them in helping employees deal with personal, health or work-related issues that may be affecting their work performance and well-being. These services, along with CISM services, are available only to SHSD employees, as defined in section 2.4. These services are not available to dependents of SHSD employees.

4.2.5.2 The services must be provided in both of Canada's official languages, English and French, and available through telephone. Services must be available Monday to Friday except for statutory holidays applicable to the province where the service is rendered. Services must be available within the core working hours of 7:00 AM to 5:00 PM (local time). The tasks include, but are not limited to:

- a. Determine if advisory services is the most appropriate support for the client. Once confirmed, the call must be transferred to a professional counsellor in advisory services immediately, if the call takes place between 7:00 AM to 5:00 PM (local time), Monday to Friday;
- b. In the event the call is received outside of working hours, a professional counsellor from advisory services must call the client back within one working day;
- c. Documentation of the employee's contact information, the employee's status, their region, ensuring the employee is eligible for the services, as per the definition of "Employee";
- d. Gather information on the area of concern for the client (i.e. presenting issue);
- e. Perform risk assessments as appropriate;
- f. If applicable, provide information about the short-term counselling services available under this contract, including, but not limited to: number of hours available (short-term in nature), counselling modalities available, cancellation and no show policies;
- g. The Contractor must maintain contacts with, and have established an inventory of, community resources, support agencies and service providers in a variety of EAP-related fields (addiction counsellors, group therapists, social workers, psychologists, etc.) in order to refer clients for longer-term or specialized counselling services as needed;
- h. The Contractor must send or transfer clients to outside/community resources or to other internal SHSD resources (e.g. human resources advisor, informal conflict management advisor, and union) as needed;
- i. There is no limit to the number of times a client can access advisory services. The purpose of advisory services must be to provide one-time support for issues the client is facing. This is not meant to be short-term or long-term counselling;
- j. If the client is requesting CISM assistance, redirect the client to contact the SHSD project authority who will initiate the request with the Contractor. The employee or manager must also be offered one-on-one assistance to help them deal with the critical incident. This must be offered immediately by transferring their call to a professional counsellor who meets the qualifications detailed in section 7.4, or an appointment must be scheduled if the situation is not urgent; and
- k. Provide information and referrals to other resources as appropriate. Information on, and referrals to community resources provided as part of the advisory services must not be charged separately as a stand-alone service.

4.2.6 CISM Services

4.2.6.1 The Contractor must provide professional counsellors that meet the qualifications detailed in section 7.4 and any necessary equipment to provide consultation related to critical incidents and where deemed necessary, defusing and debriefing sessions and other interventions (e.g. grief and loss sessions).

4.2.6.2 The Contractor must provide telephone consultation and onsite CISM Services on an "as and when requested basis" at any SHSD location identified in Appendix 1. These services, along with advisory

services, are available only to SHSD employees, as defined in section 2.4. These services are not available to dependents of SHSD employees.

- 4.2.6.3 The types of incidents that must require a debriefing include but are not limited to: the death or serious injury of a co-worker, physical assault (or the threat of), being subject to an event involving weapons or a hostage taking.
- 4.2.6.4 The Contractor must ensure availability of their resources to meet this requirement at all times. These services can be requested and authorized by the Project Authority. If an employee or another manager requests the service, the Contractor must advise them to contact the SHSD Project Authority who will initiate the request with the Contractor.
- 4.2.6.5 The professional counsellor must collect information on the incident and the employees' reactions in order to determine if an intervention is necessary (onsite or virtual). The CISM professional counsellor must be onsite and in-person to deliver interventions (defusing or debriefing) within 72 hours of the request. This is the case even if the request is made outside of regular working hours, and will be specified in the authorized Task Authorization. They might be expected to deliver interventions with the help of a peer, in order to facilitate the connection with the participants. The Contractor must provide a follow-up after CISM services are completed, as appropriate. If the Contractor has no counsellor available in the area requiring a CISM intervention, the Contractor is responsible for coordinating the travel arrangements of a counsellor from another area. The proposed travel expenses for the counsellor must be provided to the Project Authority for approval prior to booking the counsellor's travel arrangements. Approval by the Project Authority is required for reimbursement of travel expenses to the Contractor.

4.2.7 Well-being Documentation

- 4.2.7.1 The Contractor must provide well-being documentation to clients when requested by the client or deemed appropriate by the intake services or professional counsellor, at no additional cost to Canada. Prior to providing well-being documentation, the Contractor must ensure that the information must meet the client's needs and that the client would not be better served with short-term counselling services. The type of well-being documentation required can be provided in the form of: articles, packages on various topics (examples of topics: workplace stress, career enhancement, parenting, improving relationships, separation/divorce, etc.). Documentation packages can include books, articles and self-help questionnaires/activities. This request does not constitute a case and should be recorded separately.
- 4.2.7.2 The Contractor must provide well-being documentation at any time throughout the duration of the contract, when requested by the Project Authority.

4.2.8 Orientation and Wellness Sessions

- 4.2.8.1 The Contractor must provide the resources and materials (e.g. PPT slides,) to deliver EAP orientation and wellness sessions (as defined in section 2.4) on an "as and when requested basis";
- 4.2.8.2 The Contractor must provide these services either onsite at any location identified in Appendix A, or through a virtual platform as requested within the Task Authorization;
- 4.2.8.3 The Contractor must provide their own platform with audio and visual for virtual sessions at no extra cost, with a back-up audio;
- 4.2.8.4 The resources and materials must be provided by e-mail to the person who requested the session at least 24 hours before the session;
- 4.2.8.5 Onsite and virtual sessions must be available during days to meet the requirements of a 24/7 work environment. Sessions requested outside of Canada must be delivered virtually. The number of

participants in each orientation and wellness session must be tracked by the Contractor and provided to SHSD;

4.2.8.6 For the one-hour wellness sessions, the Contractor must provide a variety of topics to choose from, related to issues of health and wellness of employees and managers;

4.2.8.7 The length of the session, selected topic, method of delivery and number of participants will be identified in an authorized Task Authorization.

4.2.8.8 The authorized user requesting the session will provide the Contractor with the email address(es) for any relevant materials to be provided 24 hours prior to the session start date; and

4.2.8.9 The sessions available must relate to the following themes: mental health/emotional health issues, stress, family-related issues, work-related issues, and substance abuse.

4.2.9 Informational material, clearly advising the reader what each telephone number is for.

4.2.10 National EAP Account Manager

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

- a. Be the primary contact for expertise as required for consultation and clarification purposes, for all matters related to this contract;
- b. Work with the Project Authority providing consultative support, responding to inquiries regarding the services offered;
- c. Ensure that all of the Contractor's resources who are providing services to SHSD clients meet the qualifications as defined in section 7;
- d. Ensure that all deliverables are met, within the prescribed timelines;
- e. Ensure that clients get a call back within the prescribed timelines;
- f. Consult with the Project Authority on an as-needed basis and make sure that complaints are dealt with in the prescribed timelines;
- g. Provide quality assurance for the services provided, which includes, but is not limited to: identifying issues and providing clarification as required, and recommending corrective actions to ensure that all services meet best practices and all the requirements including the language requirement; and
- h. Apply the project management plan and the program monitoring and quality control services as detailed below.

4.2.11 Program Monitoring and Quality Control Services

The Contractor must provide program monitoring and quality control services, including but not limited to:

- a. The National EAP Account Manager must attend, upon request, meetings with the project manager. These meetings may occur on a biannual basis, virtually;
- b. The Contractor must provide monthly EAP statistics, in a format determined by SHSD (including the ability to export to Microsoft Excel), including but not limited to the number of cases, new clients, types of issues, hours of service delivered, locations where services were provided, CISM services,

orientation and wellness sessions (including number of participants), advisory services, promotional activities, website and application utilization rates, etc. Statistics must be sent by e-mail on a monthly basis to the Project Authority no later than four weeks after the end of each month;

- c. The Contractor must submit to the Project Authority monthly expense reports broken down by region, with the following information: client number/case ID, service provided, total number of hours of service for the month, total number of hours year to date, cost per hour and total cost (matching the cost of the monthly invoice) to support the time claimed. Monthly reports must be sent monthly to the Project Authority, by e-mail no later than six weeks after the end of each month. Reports are to be based on fiscal years running from April 1st to March 31st;
- d. As part of the SHSD's monitoring of the Contractor's EAP services for quality assurance, and service improvement purposes, the Contractor must collect client satisfaction data. All service-related incidents and complaints must be reported within 24 hours to the Project Authority and a response and solution from the Contractor within three days of receiving the complaint;
- e. Client satisfaction questionnaires are to be provided to every client receiving counselling services. In keeping with SHSD and EAP industry standards, the client's participation is voluntary, the completed questionnaires must be kept confidential, and any reporting must be handled in a manner that protects the anonymity and privacy of the client. The aggregated data must be provided by e-mail in a client satisfaction summary report on a quarterly basis to the Project Authority no later than four weeks after the end of the quarter (the fourth quarter ends March 31st). The data to be collected and reported must include, but is not limited to:
 - i. The total number of client satisfaction questionnaires sent out and returned during a one-year period (response rate);
 - ii. Quantitative data measuring client satisfaction related to the quality of service, both for counselling and intake services;
 - iii. Quantitative data measuring client satisfaction related to the effectiveness of counselling services;
 - iv. Qualitative data related to client's experience with the service provider (which may include intake, counselling, referral services);
 - v. Number and nature of incidents and complaints and their outcomes; and
 - vi. The roll-up of all the responses of clients and the compilation of the statistical data documented at intake.
- f. The Contractor must provide quarterly and an annual (fiscal year-end) utilization report or analysis in a format of their choice, which must include, but not limited to, an executive summary with highlights, trend analysis from previous years and comparison with their overall client-base or to other similar organizations, as well as recommended initiatives to help address SHSD trends and recurring issues and other demographic breakdowns such as age, gender, occupation e.g., Admin support, Executive/manager, or not specified, operational relationship (employee, spouse, dependent). SHSD may request other ad hoc reports or information as required.

4.2.12 Website and Secure Web Portal

4.2.12.1 The Contractor must own a website and display all relevant EAP contact information in both of Canada's official languages including but not limited to:

- a. A secure web portal for online counselling services;

b. The secure web portal must have a secured data transmission and storage facility in Canada on a stable platform; and

c. The Contractor must provide registration instructions to the client.

4.2.12.2 The website must have access to 24/7 chat counselling functionality, educational products pertaining to health and wellness (such as videos, podcasts, articles), tools and self-directed activities (cognitive behavioural therapy-based). The Contractor must use evidence-based tools that address employee's total health (mental, physical, social and financial well-being) that must improve employee's health and productivity. The website must offer technical support.

4.2.12.3 All functions of the website (services, products, tools, activities) must be available to both SHSD employees and their dependents, as defined under section 2.4.

4.2.13 Facilities for Face-to-Face Sessions

4.2.13.1 The Contractor must have a minimum of one facility / affiliate counsellor, within a maximum distance of 50 km travel radius by private vehicle or public transit from each SHSD location identified in Appendix 1 that have over 100,000 residents in population.

4.2.13.2 The facilities must have a sound proofed private office not open to public view. They must also have an inclusive and professional environment.

5.0 DELIVERABLES AND ACCEPTANCE CRITERIA

5.1 The Contractor must provide the following services as detailed in this SOW:

Intake services;

- a. Short-term counselling services;
- b. Crisis intervention counselling;
- c. Specialized consultative services;
- d. Advisory services;
- e. CISM services;
- f. Well-being documentation;
- g. Orientation session and wellness sessions;
- h. Promotional and information materials;
- i. National EAP Account Manager;
- j. Program monitoring and quality control services;
- k. Website and secure web portal;
- l. Facilities for face-to-face sessions.

5.2 The Contractor must provide the following reports in an electronic format to the Project Authority as requested:

- a. Monthly statistical report detailed in section 4.2.11(b);
- b. Monthly expense report detailed in section 4.2.11 (c);
- c. Quarterly client satisfaction summary report detailed in section 4.2.11(d); and
- d. Yearly (fiscal year-end) utilization report or analysis detailed in section 4.2.11(e).

5.3 The Contractor must deliver the promotional and information material on an "as and when requested basis", the material must be delivered within 30 calendar days of receipt of a task authorization issued by the Project Authority. The Project Authority will provide the type and quantity of the material required as well as the addresses for delivery.

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- 5.4 The Contractor must provide a project management plan within 15 calendar days of contract award including but not limited to:
- a. A complete list of addresses of facilities where face-to-face counselling services must be delivered for each SHSD location identified in Appendix 1. An updated list of addresses must be sent to the Project Authority on an annual basis within the 30 calendar days following the contract award date (SHSD reserves the right to visit the location(s) of the Contractor within 48-hours of a written notice);
 - b. A complete list of the proposed professional counsellors, with the professional title (e.g. Registered Social Worker), the name of the provincial or national association/licensing body of which they are a current member, and their address. An updated list must be sent to the Project Authority on an annual basis, within the 30 calendar days following the contract award date;
 - c. A list of the subjects offered for the wellness sessions detailed in section 4.2.8 and a brief description for each. An updated list must be sent to the Project any time a change is made. The Contractor must update the content of the wellness sessions to make sure they are current, and offer additional topics throughout the life of the contract;
 - d. A document detailing how the Contractor data sets will be mapped to categories on the SHSD statistical form;
 - e. A list of questions that are asked at intake;
 - f. The toll-free number and TTY for all the EAP services;
 - g. A description of the contingency plan demonstrating the ability to continue to provide coverage in the event of a pandemic;
 - h. A description of the controls in place to monitor and supervise all the resources;
 - i. A description the quality assurance process detailed in section 4.2.11;
 - j. A description of the complaint resolution mechanisms, procedures, roles and responsibilities;
 - k. A description of the file keeping procedures; and
 - l. Examples of assessment forms, including any risk assessment questionnaires.

The project management plan must be submitted in an editable version and accessible format of Microsoft Word. The document must be sent by e-mail to the Project Authority. SHSD will have 30 calendar days to review and provide feedback. A new version must be submitted within 30 calendar days of SHSD response with the feedback incorporated in the document.

6.0 CONSTRAINTS

6.1 Confidentiality and Privacy

Confidentiality of information is vital to the effectiveness of the SHSD EAP. Information shared with the EAP counsellor is of a confidential nature and, as such, must never be recorded on an employee's personnel record or be made available to management or union representatives. No information must be released to anyone without prior written and informed consent of the employee/family member who sought assistance, except in the following circumstances:

- a. The circumstances set out in subsection 8(2) of the *Privacy Act*, which include court subpoenas;
- b. Suspected cases of abuse or neglect of a child;
- c. When there is a risk of serious bodily harm or death to the client or others; and

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- d. Any other situation where the EAP practitioner is required by law to disclose confidential information.

6.2 Pandemic

The Contractor must have a pandemic plan which includes but is not limited to:

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

6.3 Language Requirements

- 6.3.1 The Contractor and the Contractor's resources must be fluent (listening, speaking, reading and writing) in both or either of Canada's Official Languages (English or French); fluent is equivalent to a Level 8 of the Canadian Language Benchmarks for English and of the Niveaux de compétence linguistique canadiens for French (<https://www.language.ca/overview-of-clb-and-nclc-competency-levels/>).
- 6.3.2 The Contractor must have an established quality assurance process for English and French correspondence and deliverables, including proofreading all correspondence and deliverables.
- 6.3.3 Canada reserves the right to request the Contractor to evaluate the language proficiency of any of its resources throughout the period of the Contract, at no additional cost to Canada, through one of the approved language tests by Immigration, Refugees and Citizenship Canada. Should the evaluation of a Contractor's resource determines that the resource does not meet the language requirement; the Contractor must immediately replace the resource at no additional cost to Canada.
- 6.3.4 All services provided by the Contractor must be offered in both of Canada's official languages (English and French). The Contractor must answer telephone and TTY text calls in the same language as the client or at the client's choice. The services must not be altered in any way based on the language requirement (e.g. Francophones must have access to all the same services and specialists in French as Anglophones will have in English). The use of translators, or a spokesperson, is not acceptable for any services.
- 6.3.5 All material, website, and e-mail communications to be distributed must be in both official languages.
- 6.3.6 All services provided on an "as and when requested basis" identified in section 4.1.2 must be available in both official languages. The language will be defined in each individual Task Authorization.
- 6.3.7 The Contractor must be able to provide sign language interpretation for the deaf and hard of hearing as required at no extra charge. Sign language must be available in both American Sign Language (ASL) and Langues des signes du Québec (LSQ).
- 6.3.8 In the event the client requests services in a language other than English or French, and if the Contractor is able to accommodate the request, this must be offered at no extra charge.

6.4 Accessibility

- 6.4.1 The Contractor must address any accessibility requirements identified in a Task Authorization related to the deliverables and services provided as a result of the Contract. As required, details and specifications related to the necessary accessibility needs will be identified. The Project

Authority will work closely with the Contractor to ensure the required steps are taken to accommodate the needs of each SHSD employee.

- 6.4.2 The Contractor must provide access to its services to persons with disabilities. The offices must be wheelchair-accessible, the Contractor must have TTY text telephone for persons with hearing disabilities, and provide sign language interpretation as required (at no extra charge).

7.0 RESOURCE QUALIFICATIONS

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

7.1 National EAP Account Manager

The National EAP Account Manager must have a minimum of two years of experience within the past five years providing account management services for an organization/service of at least 1000 employees.

7.2 Intake Services Resources

Intake services resources must have a bachelor's degree, other university diploma or a master's degree in social work, psychology or in another discipline related to counselling, with a minimum of one year experience in EAP or related crisis intervention work.

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

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

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

Professional counsellors must have a master's degree in social work, psychology or related fields (with a minimum three years' experience providing EAP or related clinical counselling services within the last 10 years). Professional counsellors must maintain current membership in EAP-related, mental health or clinical counselling professional governing body that has a code of ethics and means of investigating complaints and imposing disciplinary measures or legal sanctions in a similar sized and mandated organization (for example: any provincial or national associations, colleges or orders).

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

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

7.4 Professional Counsellors for CISM Services

Qualifications of professional counsellors providing CISM services are the same as the qualifications for professional counsellors in section 7.3 in addition to having successfully attended a basic training in CISM from the International Critical Incident Stress Foundation (ICISF) or other equivalent training. This training must have been facilitated by experts in the trauma management field, as demonstrated by their credentials and experience in areas related to post-traumatic stress/critical incident stress.

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

7.5 Professional Counsellors for Advisory Services

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

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

7.6 Professional Counsellors for Online Counselling Services

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

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

7.7 Facilitators

The facilitators must have bachelor's or master's degree in social work, psychology or in another discipline related to counselling with a minimum three years' experience providing clinical counselling services or delivering wellness sessions.

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

8.0 INFORMATION MANAGEMENT

The Contractor must keep all records such as reports, monitoring, statistics, and training, but excluding client case files, for five years following the end of the contract.

The following clauses are applicable to client case files in all paper and electronic format:

8.1 Ownership of Personal Information and Records

To perform the work, the Contractor must be provided with, and will be collecting, personal information from SHSD, SHSD employees, other related clients and hired professional counsellors, and previous contractors when applicable. The Contractor acknowledges that it has no rights in the personal information and the Records.

8.2 Use of Personal Information

The Contractor must create, collect, receive, manage, access, use, retain, and dispose of the personal information and the records only to perform the work in accordance with the Contract.

8.3 Collection of Personal Information

8.3.1 If the Contractor must collect personal information for a third party to perform the work, the Contractor must only collect personal information that is required to perform the work. The Contractor must collect the personal information from the client to whom it relates and the Contractor must inform that client (prior to the collection of the personal information) of the following:

- a. The purpose of the collection of personal information;
- b. That reports containing only aggregated information limited to functional information such as reports, monitoring, statistics, and training must be provided to SHSD;
- c. How that personal information will be used;
- d. That the disclosure of the personal information is voluntary or, if there is a legal requirement to disclose the personal information as per section 8 of the Privacy Act, the basis of that legal requirement; and
- e. The consequences, if any, of refusing to provide the information.

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

8.3.3 Resource Restrictions

Access to EAP client case files is to be controlled and limited to only authorized resources who have a job-related need-to-know (i.e. Contractor office administration resource where the files are housed, intake services resources or anyone else who is designated to have access to certain pieces of information within the files).

8.3.4 The Contractor must develop a request for consent form to be used when collecting personal information, or a script for collecting the personal information by telephone. The Contractor must not begin using a form or script until the Project Authority first approves it in writing. The Contractor must obtain the Project Authority's approval before making any changes to a form or script.

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

8.4 Maintaining the Accuracy, Privacy and Integrity of Personal Information

8.4.1 The Contractor must ensure that the personal information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the personal information including but not limited to:

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

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

- f. Require anyone to whom the Contractor provides access to the personal information to acknowledge in writing their responsibilities to maintain the privacy of the personal information;
- g. Keep a record of all requests made by an individual to review their personal information, and any requests to correct errors or omissions in the personal information (whether those requests are made directly by an individual or by SHSD on behalf of an individual);
- h. Include a notation on any record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Project Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Project Authority to make the correction, the Contractor must do so;
- i. Keep a record of the date and source of the last update to each record;
- j. Maintain an audit log that electronically records all instances of and attempts to access records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and the Project Authority at any time; and
- k. Secure and control access to any hard copy records.

8.4.2 Client Case File Content/Restrictions

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

8.5 Safeguarding Personal Information

- 8.5.1 The Contractor must safeguard the personal information of clients at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality including but not limited to:
 - a. Store personal information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the personal information is stored;
 - b. Ensure that passwords or other access controls are provided only to individuals who require access to the personal information to perform the work;
 - c. Electronic storage of personal information must not be outsourced to a third party (including an affiliate) unless the Project Authority has first consented in writing;
 - d. Safeguard any database or computer system on which the personal information is stored from external access using methods that are generally used by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;

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- e. Maintain a secure back-up copy of all records, updated at least weekly;
 - f. Implement any reasonable security or protection measures requested by the Project Authority; and
 - g. Notify the Project Authority in writing within 24 hours of any security or privacy breaches; for example, any time an unauthorized individual accesses any personal information.

8.5.2 Electronic Files

8.5.2.1 Any electronic files must follow standardized procedures to ensure that files can be readily accessed or retrieved, that back-up files exist and that the strict requirements of retaining hand written files continue to be followed. Provision also must exist within the computer system for a print-out of the file.

8.5.2.2 Electronic data and computer discs must be stored in a locked container.

8.5.2.3 Electronic records must be maintained in accordance with the provisions of the Protection of Personal Information in the Private Sector, referenced in section 3, along with additional information on Direction for Electronic Data Residency.

8.6 Quarterly Reporting Obligations

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

- a. A description of any new measures taken by the Contractor to protect the personal information (for example, new software or access controls being used by the Contractor); and
- b. Details of any complaints received from individuals about the way in which their personal information is being collected or handled by the Contractor.

8.7 Threat and Risk Assessment

Within 90 calendar days of the award of the Contract and, if the Contract is extended, within 30 calendar days of each option period of the Contract, the Contractor must submit to the Project Authority a threat and risk assessment, which must include:

- a. A copy of the current version of any request for consent form or script being used by the Contractor to collect personal information;
- b. A list of the types of personal information used by the Contractor in connection with the work;
- c. A list of all locations where hard copies of personal information are stored;
- d. A list of all locations where personal information in machine-readable format is stored (for example, the location where any server housing a database including any personal information is located), including back-ups;
- e. A list of every person to whom the Contractor has granted access to the personal information or the records;
- f. A list of all measures being taken by the Contractor to protect the personal information and the records;

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- g. A detailed explanation of any potential or actual threats to the personal information or any record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
 - h. An explanation of any new measures the Contractor intends to implement to safeguard the personal information and the records.

8.8 Audit

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

8.9 Statutory Obligations

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

8.10 Retention and Disposal

Retention of EAP client case files must be done in accordance with the standards of the professional association to which the counsellor belongs, to the *Privacy Act* that states operational requirements of each department/agency (Department of Justice Canada, 1985), or the accreditation organization of the Contractor.

EAP client case files must be destroyed by commercially available strip shredders (maximum 10 mm width).

8.11 Legal Requirement to Disclose Personal Information

Prior to disclosing any of the personal information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Project Authority, in order to provide the Project Authority with an opportunity to participate in any relevant proceedings.

8.12 Complaints

SHSD and the Contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the personal information. Each party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

Appendix 1 to Annex A
SHSD Locations

REGION/PROVINCE/CITY	Number of Employees
ATLANTIC	29
Moncton, MB	2
Saint John, NB	1
Fredericton, NB	5
Halifax, NS	16
St-John's, NFLD	5
QUEBEC	29
Montreal, QC	24
Quebec, QC	5
NCR	199
Ottawa, ON	199
ONTARIO	22
Kingston, ON	4
Toronto, ON	18
PACIFIC	16
Vancouver, British Columbia	6
Victoria, BC	10
PRAIRIES	34
Edmonton, Alberta	13
Winnipeg, Manitoba	18
Saskatoon, Saskatchewan	3
Total	329

**ANNEX “B”
BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

If time worked is more or less than an hour, the all inclusive fixed hourly rate must be prorated to reflect the actual time worked.

1.0 Professional Fees

The Contractor will be paid as follows:

1.1 Services

Services	Contract Period Year 1	Contract period Year 2	Contract period Year 3	Option Period 1	Option Period 2
	All Inclusive Fixed Hourly Rate				
Short-Term Counselling Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Crisis Intervention Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Advisory Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Critical Incident Stress Management Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>

1.2 Specialized Consultative Services

Services	Contract Period Year 1	Contract period Year 2	Contract period Year 3	Option Period 1	Option Period 2
	All Inclusive Fixed Hourly Rate				
Legal Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Financial Services	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Additional Topics	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>

1.4 Sessions

Sessions	Contract Period year 1	Contract period year 2	Contract period year 3	Option Period 1	Option Period 2
	All Inclusive Price per Participant				
Orientation Session	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Wellness Session	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>

Total Estimated Cost of Professional Fees: *\$insert at contract award*

2.0 Cost Reimbursable Expenses

2.2 2.1 Cancellations and Absences

Canada is only subject to the applicable cancellation and absence charges if the Contractor is not notified in writing by email at least 48 hours prior to a scheduled appointment.

If Canada cancels or reschedules an appointment in writing by email at least 24 hours prior to a scheduled appointment, the Contractor will be reimbursed at 50% of the applicable rate in section 1.0 above.

If Canada cancels or reschedules an appointment without providing written notification by email, the Contractor will be reimbursed at the applicable rate in section 1.0 above.

ANNEX "C"

Security Requirements Checklist



Contract Number / Numéro du contrat 1000248166
Unclassified Security 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 - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Health Canada		2. Branch or Directorate / Direction générale ou Direction Corporate Services Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail The Specialized Health Services Directorate would like to enter into a contract for services for an Employee Assistance Program (EAP) services, for persons employed with the SHSD and their families. The contract will not require access to any Health Canada facilities.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/>	No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada	<input checked="" type="checkbox"/>	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/>
Not releasable À ne pas diffuser	<input type="checkbox"/>	Restricted to: / Limité à:	<input type="checkbox"/>
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays:	<input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays:	<input type="checkbox"/>
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A	<input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>		<input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>														
IT Media / Support TI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

1000248166

Unclassified Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Julie Pearson		Title - Titre Senior Advisor	Signature Pearson, Julie <small>Digitally signed by Pearson, Julie DN: c=CA, o=GC, ou=HC-SC, cn="Pearson, Julie" Reason: I am the author of this document Location: your signing location here Date: 2022.11.29 12:27:11-05'00' Foxit PDF Editor Version: 11.2.1</small>	
Telephone No. - N° de téléphone 613.297.4900	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel julie.pearson@hc-sc.gc.ca		Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Connor Turner		Title - Titre SC	Signature Turner, Connor <small>Digitally signed by Turner, Connor DN: c=CA, o=GC, ou=HC-SC, cn="Turner, Connor" Reason: I am the author of this document Location: your signing location here Date: 2022.11.30 13:21:53-05'00' Foxit PDF Editor Version: 11.2.1</small>	
Telephone No. - N° de téléphone 3435725984	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel connor.turner@hc-sc.gc.ca		Date 2022-11-30

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Murphy, Yvonne <small>Digitally signed by Murphy, Yvonne DN: c=CA, o=GC, ou=HC-SC, cn="Murphy, Yvonne" Reason: I am the author of this document Location: your signing location here Date: 2023.01.12 13:33:22-05'00' Foxit PDF Editor Version: 11.2.1</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Janette Meinert Contract Security Officer Janette.Meinert@tpsgc-pwgsc.gc.ca		Title - Titre	Signature Meinert, Janette <small>Digitally signed by Meinert, Janette Date: 2022.12.05 10:58:25 -05'00'</small>	
N° de télécopieur		E-mail address - Adresse courriel		Date