



**Canadian Border Services Agency**

Alternatives to Detention – Community Case Management and Supervision

# **STATEMENT OF WORK – HIGH RISK (MANDATORY RESIDENCY) PROGRAM**



**John Howard**  
THE JOHN HOWARD SOCIETY OF CANADA  
La SOCIÉTÉ JOHN HOWARD DU CANADA

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# STATEMENT OF WORK

## PREAMBLE

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### 1.1. Project Background

#### 1.1.1. CBSA Detention Program

Canada's IRPA stipulates who is inadmissible to Canada, including individuals posing a security threat (espionage, subversion, terrorism, danger to Canada etc.); human or international rights violators, and criminals. Under the IRPA, the CBSA has the authority to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada. The CBSA also has the statutory obligation to remove individuals as soon as possible.

The CBSA is the sole immigration detention authority, and as such, is responsible for the care and control of immigration detainees. Detention is typically either used at the beginning of the enforcement continuum when the identity of the individual is not established or when an individual is believed to be a danger to the public or, when removal is imminent and an individual is unlikely to appear for removal.

The CBSA's policy and guidelines are clear; individuals are only detained when grounds for detention exist and no alternatives are available that mitigate the risk posed by the individual if released. Several factors must be considered when deciding to detain, including the availability and potential use of alternatives to detention when appropriate; allowing an individual to be released under specific terms and conditions, such as deposits and guarantees; and, reporting requirements.

When making detention decisions, CBSA officers are guided by the IRPA and its regulations, as well as by the CBSA's detention policies and procedures for detention, as described in CBSA Enforcement Manuals. Each decision must be assessed on its own merits, and officers must always consider the impact releasing someone into the community would have on the safety of Canadians, or the integrity of the immigration continuum.

Detention can occur when:

- A CBSA officer has reasonable grounds to believe that the individual is inadmissible and:
  - could pose a danger to the public;
  - is unlikely to appear for immigration proceedings (flight risk); or
  - their identity has not been established;
  - A CBSA officer has reasonable grounds to suspect that the person is inadmissible for security reasons, violating human or international rights, serious criminality, criminality or organized criminality;
- It is necessary to complete an immigration examination; or
- A foreign national is designated as an irregular arrival by the Minister of Public Safety and Emergency Preparedness.

All individuals subject to detention are entitled to a detention review, according to timelines specified within the IRPA and its regulations. These detention reviews are conducted by the Immigration and Refugee Board (IRB), an independent quasi-judicial body that holds responsibility for reviewing the reasons for detention, authorities to order either release or continued detention; the authorities of both officers and the ID to impose conditions when ordering release; as well as, the authority to make regulations.

For CBSA officers, alternatives to detention are available either once an individual is arrested and detained, or before the first detention review is held by the Immigration Division within 48 hours of detention

(detention avoidance and detention release respectively). The CBSA officer may impose any condition considered necessary on a foreign national or permanent resident to mitigate risk and attain compliance.

If the CBSA detains a foreign national beyond the 48 hour mark, IRB board members are required to hear submissions to ensure continued detention is warranted. The IRB may also impose conditions as per IRPA to facilitate the release of detainees.

CBSA Operations are spread across Canada with the majority of inland enforcement cases residing in one of four regions: Greater Toronto Area region, Quebec Region, Prairie Region and Pacific Region. The total detention volume driven from these regions accounts for approximately 94% of the overall historic annual detention population in Canada. Below is a representation of the average annual detention volumes by region.

	GTA	Quebec	Pacific	Prairie	Northern Ontario	Southern Ontario	Atlantic
Average Detention Volume Annually (people)	5,045	1,300	1,150	423	146	365	39
% of overall detention Nationally	60%	15%	14%	5%	2%	4%	0%

On an average day, approximately 450-500 people are detained under the IRPA nationally at either a CBSA Immigration Holding Centres (IHC) or one of a number of Provincial Correctional Facilities.

The CBSA operates three IHCs, one each in Pacific Region, Quebec Region and GTA Region for individuals detained under the IRPA and who are deemed by the CBSA not to be of high enough risk to warrant detention at Provincial Correctional Facility. All IHC's are a 24/7 operation which accommodates adult males, adult females, as well as children and infants who may accompany a parent who is detained, or unaccompanied minors.

Detention can occur 24 hours a day and 7 days a week. While most detentions result from inland operations and investigations efforts, which are normally undertaken Monday-Friday between the core hours of 8am-4pm, detention of an individual can also occur at any point which include at a Port of Entry (i.e.: Pearson International Airport), through an interaction with local police services or the Royal Canadian Mounted Police (RCMP), or through an off hours investigation.

When considering the scope of work that the JHSC and local John Howard Society (JHS) Affiliates will be responsible for, it is important to understand the circumstances under which an individual may be detained, and to understand that detention may occur at any time.

### 1.1.2. CBSA Alternative to Detention Framework and Programs

As per the IRPA and IRPR, a CBSA Officer is required to consider ATD when making a detention decision. Consideration for release to an ATD program is based on the assessment of risk an individual may pose to public safety or to program integrity. Consideration for release of an individual detained under the IRPA is an ongoing process, whereby assessment of risk is reassessed at prescribed periods of time by either the CBSA or the IRB.

The Government of Canada (GoC) is committed to exercising its responsibility for detentions, with physical and mental health and well-being of detainees, as well as the safety and security of Canadians as the primary considerations. In keeping with the objective that detention is a measure of last resort, the GoC is expanding the availability of release conditions to ensure there is national consistency in the availability of ATD programming and that the appropriate level of intervention is incorporated in the services offered to individuals, depending on their assessed level of risk.

The CBSA is implementing a national CCMS program to provide eligible CBSA individuals the ability to access services that will mitigate the risks that have led, or could lead, to a detention decision. The CCMS program is a risk based community release program, whereby subsequent to a risk assessment, a CBSA officer or the IRB may determine that an individual's risk can be managed in community, resulting in a release from detention, provided that the individual is enrolled into and supported by a CCMS program, and the individual is released to one of the local JHS Affiliates. Should an officer feel that they lack sufficient information to refer an individual to a John Howard Society Affiliate at the time of arrest, or that the risk cannot be sufficiently managed at that point in time, detention may be warranted. Upon review by another CBSA officer and/or the IRB, a release decision may be made, at which point a local JHS Affiliate would be engaged for support and services.

## 1. STATEMENT OF WORK

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### 1.1. Objective

1. This requirement is for the John Howard Society "Affiliate" to deliver an Alternative to Detention (ATD) program called Community Case Management and Supervision (CCMS), on behalf of the John Howard Society of Canada (JHSC) for the Canadian Border Services Agency (CBSA), as prescribed under the *Immigration and Refugee Protection Act* (IRPA) section 61(b) and *Immigration and Refugee Protection Regulations* (IRPR) section 248.
2. CCMS is intended to promote detention avoidance or release for individuals who remain cooperative with the CBSA but who may that lack a bondsperson, or who require social service support in addition to a bondsperson to mitigate risk upon release into the community.
3. Services and programming are to be provided by the JHS Affiliate consistent with the Statement of Work and guidelines established by the JHSC.
4. The decision to release someone to the JHS Affiliate into the CCMS programming remains the sole authority of the CBSA and/or the IRB as per the IRPA.
5. Through joint consultations, the CBSA and the JHS Affiliate shall determine the level of intervention required to mitigate risk, support release into the community and encourage compliance until removal where possible, and applicable. All individuals enrolled to the CCMS program will be required to report in person to the JHS Affiliate, at an interval agreed to by the CBSA and the JHS Affiliate and as per the guidelines developed by the JHSC, as applicable. The required level of intervention may be determined by the types of support needed by the individual.

6. For the purposes of this requirement, the following definitions are being used:
  - a. **Low Intervention:** for individuals requiring in-person reporting to the JHS Affiliate to maximize program compliance, and up to one type of community-based care (e.g.: once weekly substance abuse counselling or support locating stable housing);
  - b. **Medium Intervention:** for individuals requiring in-person reporting to the JHS Affiliate to maximize program compliance, and various types of community-based care (e.g.: once weekly substance abuse counselling, and/or support locating stable housing, and/or prenatal care); and
  - c. **High Intervention:** for individuals requiring in-person reporting to the JHS Affiliate to maximize program compliance, including at a very high frequency (e.g. daily) and various types of community-based care, including high intensity programming (e.g. daily treatment and/or therapy). High intervention programming may also be paired with release to a bondsperson on a substantial cash/performance bond with limitations on community access (i.e.: with a curfew and/or bondsperson escort to programming activities).
  - d. **High Needs:** for individuals requiring specialized and/or very high intensity programming for particularly problematic issues (e.g.: serious mental health problems, mental health disorders, etc.).

## 2. SCOPE OF WORK REQUIREMENT

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### 2.1. Overall JHS Affiliate Tasks and Activities

1. Prior to the launch of the CCMS program and the Contract in-service date, the Affiliate shall participate, as required, in an Onboarding Phase in conjunction with the John Howard Society of Canada and the CBSA to establish operations and protocols related to the administration of the CCMS program.
2. As part of the Active Case Management Phase, as outlined in section 2.3 of this Agreement, the JHS Affiliate shall provide CCMS for individuals requiring high intervention programming, including residency programming, which includes programming for men and women.
3. CCMS is to be provided under direction of the CBSA and the JHSC, and based on the capacity of the JHS Affiliate.
4. The Affiliate must consider all individuals referred to it by the CBSA and/or IRB as possible clients for CCMS services.
5. The Affiliate may also consider referrals emanating from parties other than the CBSA. In such cases, the Affiliate must provide information, via encrypted email or other secure file management system, to the CLO on any referral to the CCMS program made by such a party. This includes submitting the name of the individual making the referral, the name of the individual in question, the referral request date and any other details of the referral. Referrals may originate (but are not limited to) from an individual, their legal counsel or family members, the IRB, and/or community organizations. The CBSA reserves the right, in conjunction with the IRB as appropriate, to accept or deny any referral request. The Contractor must not proceed to an eligibility assessment without first seeking confirmation and acceptance from the CBSA that the individual may be assessed for CCMS.
6. The Affiliate must be available in-office between the core hours of Monday-Friday 8am-4pm local time and must also provide a regional contact who will be available on-call via telephone 24 hours a day, 7 days a week to respond to emergency situations related to the Affiliate's current CCMS enrolled caseload.
7. The Affiliate shall complete and present regular reports on its caseload to the JHSC and/or the CBSA, as applicable and as required, as outlined in the Reporting Requirement of the Statement of Work (SOW).

## 2.2. Start-up and Onboarding Phase

### 2.2.1. *Overview of Onboarding Phase*

1. During this phase, the Affiliate will cooperate with the JHSC and the CBSA, as applicable, to discuss, advance and finalize details related to CCMS programming, prior to the implementation and start-up of the CCMS program.
2. The Affiliate may also be required to work with the CBSA and the JHSC to confirm a list of subcontractors and/or affiliated service providers to be used in the delivery of the CCMS programming (if relevant), acknowledging that this list is evergreen and can be updated as required by the Affiliate.
3. This phase commences upon finalization of this Agreement and is terminated with the implementation of the CCMS program.

## 2.3. Active Case Management Phase

### 2.3.1. *Overview of Active Case Management Phase*

1. The scope of activities to be performed by the Affiliate in the Active Case Management Phase are articulated within the following sub-phases:
  - a) Eligibility Assessment Sub-Phase;
  - b) Enrolment Services Sub-Phase;
  - c) Community Supervision Sub Phase;
  - d) Standard Compliance Review Sub-Phase; and
  - e) Non-Compliance Review Sub-Phase;
  - f) Mandatory Residency.
2. Additionally, under the Community Supervision Sub-Phase, the Affiliate must provide support services to individuals enrolled in the CCMS program, which may include but are not limited to:
  - a) Compliance monitoring;
  - b) Linkage to health support;
  - c) Linkage to mental health assistance;
  - d) Linkage to addiction & substance abuse counselling and support;
  - e) Information related to housing and employment; and,
  - f) Information related to child-related or family needs.

### 2.3.2. *CCMS Eligibility Assessment Services (pre-enrolment) Sub-Phase*

#### 2.3.2.1. *Overview of Eligibility Assessment Services Sub-Phase*

1. A CCMS eligibility assessment is a function undertaken to assess the viability of an individual's willingness to comply and participate in the CCMS program, to a level that would sufficiently mitigate risk and increase the likelihood of successful integration to community. It includes an assessment on the part of the Affiliate to determine if the individual can be effectively managed in the community.



#### ***2.3.2.2. Functions and Activities of Eligibility Assessment Services Sub-Phase***

1. The Affiliate shall complete an eligibility assessment for every individual that is referred to it by the CBSA or the IRB. Prior to the commencement of the eligibility assessment, the Affiliate may receive an ATD Plan from the CBSA that documents the proposed CCMS release plan, including any proposed services or level of intervention if relevant. If such an ATD Plan is received, the Affiliate must base the eligibility assessment against the proposed Plan and recommend changes as necessary.
2. In some instances, the IRB will issue a release order outlining the proposed conditions and services of the CCMS program for an individual. The Affiliate must abide by the terms of this release order when conducting the eligibility assessment and enrolment activities.

#### ***2.3.2.3. Eligibility Assessment Interviews***

1. For all eligibility assessments, the Affiliate shall meet with the individual either in-person, or via telephone, as required by the CBSA, to verify the completeness and accuracy of information provided by the individual to the CBSA, and to identify or confirm appropriate services under the CCMS program to effectively manage and monitor the individual, respecting the parameters of the individual's release plan proposed by the CBSA. The information that may be discussed and confirmed includes but is not limited to the following:
  - a) Current and previous address(es), including the length of residence;
  - b) Current and previous employment history;
  - c) Criminal history and outstanding charges;
  - d) Addictions and mental health history, and commitments to treatment;
  - e) Willingness and ability to comply with conditions of community supervision;
  - f) Family and community ties;
  - g) Financial resources or income;
  - h) Nationality;
  - i) Willingness and ability to complete travel document application(s); and
  - j) Potential bondspersons

#### ***2.3.2.4. Privacy Notice***

1. The Affiliate must inform each individual undergoing the eligibility assessment of the purpose for which they are being interviewed or questioned, and that the information gathered by the Affiliate throughout the process is not necessarily confidential and may be shared with other government partners, CCMS subcontractors and/or the CBSA.
2. The Affiliate must obtain, where possible, written consent from the individual prior to attempting to interview and verify or gather information. Exceptions may include geographical limitations that prevent in-person interaction.

#### ***2.3.2.5. Bondspersons***

1. As a result of the eligibility assessment and interview undertaken by the Affiliate, should the individual present information about a potentially suitable bondsperson who might support release of that individual, the Affiliate must highlight this information in the ATD Plan.
2. As a result of the eligibility assessment and interview undertaken by the Affiliate, should the individual present information that would impact the Affiliate's ability to agree with the ATD Plan and/or make suggested amendments to the ATD Plan, the Affiliate must highlight this information in the ATD Plan.

#### **2.3.2.6. Completion and Submission of Eligibility Assessment Forms**

1. The Affiliate shall complete all applicable section(s) of the ATD Plan, outlining the results of their eligibility assessment, including the Affiliate's approval that the individual could be enrolled into the CCMS program, confirmation of the required level of intervention, and proposed services and in-person reporting frequency.
2. This form must be returned to the CBSA Community Liaison Officer (CLO) via encrypted email, or other secure file management system, immediately after the eligibility assessment is completed, and/or within six (6) hours of completing the assessment request.

#### **2.3.2.7. Other Specifications**

1. As required by the CBSA, and as agreed to by the Affiliate, the Affiliate must attend CBSA offices or facilities in-person or via telecommunication, or other locations as required by the CBSA, to review prospective individual files and meet with CBSA officials to discuss possible individuals for enrollment.
2. In the event that an eligibility assessment is undertaken against an individual currently in detention, the eligibility assessment, as documented and confirmed within the ATD Plan, will be presented to the IRB to motion for release at the individual's next detention review.
3. The Affiliate may upon request by the CBSA or the IRB, be required to present at a detention review held under the IRPA, to indicate their concurrence with a potential individual's ATD Plan, to clarify their reasons and to provide any pertinent information.

### **2.3.3. CCMS Enrolment Services Sub-Phase**

#### **2.3.3.1. Overview of Enrolment Services Sub-Phase**

1. A CCMS enrolment interview is a function undertaken to confirm the level of intervention required, to identify the specific type and frequency of CCMS services required for the individual, and to formally confirm cooperation and acceptance by the individual of all program guidelines and rules specific to their case.

#### **2.3.3.2. Functions and Activities of Enrolment Services Sub-Phase**

1. Following the CCMS eligibility assessment, the CBSA will confirm via encrypted email, or other secure file management system, to the Affiliate that the individual has been approved for enrolment.
2. The Affiliate will complete the CCMS Supervision Agreement to document the details of CCMS programming identified for the individual, which may include but is not limited to:
  - a) Attending CCMS appointments as required by the CBSA, IRB and/or Provincial and/or Federal Court;
  - b) Participating in specific programs to support the mitigation of risk associated with their release (e.g.: substance abuse counselling); and,
  - c) Attending immigration interviews/proceedings as required by the CBSA, the IRB and/or Provincial and/or Federal Court.
3. During the CCMS Enrolment Interview, the Affiliate shall undertake the following:
  - a) Reconfirm with the individual in question the conditions imposed by the CBSA and/or the IRB and proposed as part of the ATD Plan;
  - b) Assess and confirm the needs of the individual including the provision of services;
  - c) Ensure that the combination of services and conditions do not inadvertently breach conditions imposed by another jurisdiction, i.e.: criminal release conditions, making it difficult for the individual to abide by all conditions related to their release in community;
  - d) Explain all previous and new release conditions, where relevant, including the rules of the program and any rules the Affiliate may have;

- e) Respond to any questions the individual may have about program participation and the services they will receive;
  - f) Explain to the individual the consequences of a breach of conditions of the program or a failure to comply with their conditions of release; and,
  - g) If further assistance regarding an individual's specific immigration case is required, a referral to legal aid or the CBSA should be provided, where the services are available.
4. The Affiliate shall provide the individual with a copy of the CCMS Supervision Agreement including the date and location of the first in-person reporting appointment with the Affiliate, and the first appointment for community support services.
  5. The Affiliate shall provide the CBSA CLO, within 24 hours, via encrypted email or other secure file management system to the CBSA CLO, a copy of the signed CCMS Supervision Agreement, and a copy of any new information obtained by the Affiliate during the Enrolment Services phase.
  6. The individual scheduled for enrolment will be escorted to the Affiliate's CRF facility by armed CBSA guards dressed in plain clothes, and guards will remain present until enrolment is complete.
  7. During the course of the enrolment interview, if the Affiliate deems an individual inappropriate for CCMS, the Affiliate must contact the CBSA CLO via telephone immediately, in advance of a final decision to cease enrolment being made. The Affiliate shall not reject an individual for programming without prior discussion with the CBSA CLO. The Affiliate may contact the JHSC for guidance regarding such issues if it is uncertain about how to proceed. Armed CBSA escorts will remain on-site until a decision is rendered.
  8. If an individual becomes noncooperative, or refuses to agree to the conditions of CCMS participation, the Affiliate must advise the CBSA CLO immediately via telephone. Armed CBSA escorts will remain on-site until the issue is resolved.
  9. In situations where the individual is deemed inappropriate for CCMS, or becomes uncooperative or refuses to agree to the conditions of the program, the CBSA will determine the best course of action, which may include arrest and/or detention.

#### *2.3.4. Community Supervision Services Sub-Phase*

##### **2.3.4.1. Overview of Community Supervision Sub-Phase**

1. Community Supervision is a function undertaken once the individual has been enrolled in the CCMS program and is residing in the community. It involves regular ongoing interactions and management of the individual in community to ensure that the individual is abiding by the terms of the CCMS Supervision Agreement and their release conditions, and continues to access relevant services to address their specific case needs.

##### **2.3.4.2. Functions and Activities of Community Supervision Sub-Phase**

1. The Affiliate shall actively case manage all individuals within their case load by:
  - 1.1. Verifying the individual's compliance and continued willingness to comply with the terms of their CCMS Supervision Agreement at each scheduled in-person interview with the Affiliate;
  - 1.2. Ensuring the continued relevance of the CCMS services and support being offered to the individual through their CCMS Supervision Agreement, based on their prescribed case circumstances;
  - 1.3. Actively ensuring that the individual is participating in their required programming (i.e.: substance abuse counselling or drug administration);
  - 1.4. Documenting all additional information obtained by the Affiliate related to the administration of the CCMS Supervision Agreement, in the CCMS Case Summary Form, and providing regular updates to the CBSA as required.

### *2.3.5. Standard Compliance Review Sub-Phase*

#### **2.3.5.1. Overview of a Standard Compliance Review**

1. The Affiliate shall undertake a standard compliance review of an individual's case, as per prescribed timelines.
2. The standard compliance review can result in three potential outcomes, each of which may or may not be relevant to an individual's case. Related information will be documented in relevant forms. The three potential outcomes include:
  - a) Status Quo
  - b) De-escalation
  - c) Case Closure

#### **2.3.5.2. Functions and Activities of a Standard Compliance Review**

1. As part of Compliance Review, and as required by the CBSA, but at a minimum within thirty (30) calendar days of enrolment into the CCMS program (and every thirty (30) days thereafter), the Affiliate shall review an individual's progress against their CCMS Supervision Agreement and document their assessment via the CCMS Case Summary Form and send this via encrypted email, or other secure file management system, to the CBSA CLO within two (2) business days of completion.

#### **2.3.5.3. Outcomes of a Standard Compliance Review**

1. **Status Quo**
  - 1.1. If as a result of a standard compliance review, the Affiliate is able to confirm continued compliance, and the level of intervention/ supervision remains the same, status quo is maintained.
  - 1.2. Upon completion of a standard compliance review where continued compliance has been established on the part of the individual concerned, the Affiliate will document the review on the CCMS Case Summary Form indicating "No Change".
2. **De-Escalation**
  - 2.1. A recommendation to de-escalate an individual may be made by the Affiliate or the CBSA when there are circumstances present to suggest the individual has continuously demonstrated good faith and compliance with the CCMS Supervision Agreement and may not require the level of continued services and programming articulated within the CCMS Supervision Agreement. A recommendation to de-escalate must be documented on the CCMS Change of Conditions Form and identify the new proposed set of conditions and services that the Affiliate wishes to be imposed on the individual must be identified.
  - 2.2. Upon receipt from the Affiliate of a recommendation to de-escalate an individual in the CCMS program, the CBSA, in consultation with the IRB as required, will determine the appropriateness of the recommendation and render a decision. The decision to de-escalate an individual within the CCMS program resides with the CBSA and/or the IRB.
  - 2.3. Once a decision is rendered by the relevant party, the CBSA will provide a revised ATD Change of Conditions and send a copy via encrypted email, or other secure file management system, to the Affiliate.
  - 2.4. When the revised ATD Change of Conditions form is received, the Affiliate must meet with the individual within ten (10) calendar days to communicate the revised Plan and update the CCMS Supervision Agreement. Revised forms shall be sent to the CBSA CLO via encrypted email, or other secure file management system, as soon as possible after the meeting has occurred.
3. **Case Closure**
  - 3.1. Discharge of an individual from the CCMS program is to be undertaken when an individual has shown continued compliance and success with community programming and intervention and

no longer requires community supervision services, or in instances where an individual's immigration status changes, or where the conditions under which an individual was enrolled to the CCMS program change, the CBSA will advise the Affiliate that supervisory duties can be terminated.

- 3.2. At any given time, the CBSA may request the Affiliate perform an assessment to discharge an individual from the CCMS program, or make its own determination to discharge an individual, in consultation with the IRB where required.
- 3.3. Upon receipt of a recommendation to discharge an individual off the CCMS program, the CBSA in consultation with the IRB as required, will determine the appropriateness of the recommendation and make a determination.
- 3.4. The decision to discharge an individual within the CCMS program resides with the CBSA and/or the IRB.
- 3.5. Once a decision is rendered by the relevant party, the CBSA CLO will update and send an ATD Change of Conditions Form to the Affiliate via encrypted email, or other secure file management system.
- 3.6. Where a decision to discharge an individual from the CCMS program is made by the CBSA and/or the IRB, the Affiliate must meet with the individual within ten (10) calendar days to close the file and send any documents pertaining to the individual's file to the CBSA CLO via encrypted email or other secure file management system. Digital data is to be disposed of by the Affiliate within these same timelines.
- 3.7. The Affiliate will also ensure that all documents are handed over to the CBSA for proper disposal. Protected A, Protected B, and Confidential information must be transmitted as letter-mail in a single sealed envelope to the CBSA with no security markings and addressed as per paragraph 3.8 of this section (below) by:
  - Canada Post, OR
  - a reliable courier service.
- 3.8. Inner envelopes or enclosures should show the address of the recipient, the address of the sender, the highest security classification of the contents, including - where appropriate - any special markings such as "Restricted NATO" or "NATO" and any other special instructions. The inner envelope should have an attention line with a person's name.

### *2.3.6. Non-Compliance Review Sub-Phase*

#### **2.3.6.1. Overview of a Non-Compliance Review**

1. The Affiliate shall undertake active monitoring of an individual's case, as per prescribed timelines, and report any and all non-compliance, suspected non-compliance or breach of conditions to the CBSA within prescribed periods, to assist in the CBSA's efforts with the location and apprehension of individuals as required.
2. In the event of a breach of conditions, non-compliance of an individual or absconding by an individual, the Affiliate must perform (start and finish) a non-compliance review immediately upon confirmation of the breach.
3. The non-compliance review can result in three potential outcomes, each of which may or may not be relevant to an individual's case. Related information will be documented in relevant forms. The two potential outcomes include:
  - a) Status Quo
  - b) Withdrawal of Services

### ***2.3.6.2. Functions and Activities of a Non-Compliance Review***

1. A non-compliance review (desk investigation) includes attempting any or all of the following:
  - a) Making contact with the individual via phone;
  - b) Making contact with the individual via text;
  - c) Making contact with the individual in person; and
  - d) Making contact with the individual via email.
2. Non-compliance reviews must take place within 30 minutes of the Affiliate being made aware of the breach.
3. When the issue is unresolved, the Affiliate will complete a CCMS Report of Non-Compliance Form and must send a copy of this form via encrypted email, or other secure file management system, to the CBSA CLO within 30 minutes of receiving confirmation of the breach.
4. When the issue is resolved and contact with the individual is made by the Affiliate, the Affiliate must provide the CBSA CLO, via encrypted email or other secure file management system, and within 12 hours of the conclusion of the desk investigation, with a copy of the completed CCMS Report of Non-Compliance Form.
5. Resolution of a breach may include written confirmation that a situation arose which impacted their ability to abide by the terms and conditions of their CCMS Supervision Agreement. If documentation is not available, or alternative reasons for non-compliance are provided, the Affiliate must document in the CCMS Report of Non-Compliance Form the circumstances of the breach and the reason as to why they are satisfied with the individual's behavior.
6. The Affiliate will complete the CCMS Case Summary Form to provide any new or relevant information collected during the monitoring activities noted above and send this form via encrypted email, or other secure file management system, to the CBSA CLO.

### ***2.3.6.3. Outcomes of a Non-Compliance Review***

1. **Status Quo**
  - 1.1. If, as a result of a non-compliance review, the Affiliate is able to confirm continued compliance, and the level of intervention/supervision remains the same, status quo is maintained.
  - 1.2. Upon completion of a non-compliance review where continued compliance has been established on the part of the individual concerned, the Affiliate will document the review on the CCMS Case Summary Form indicating "No Change".
2. **Withdrawal of Services**
  - 2.1. A Withdrawal of Supervision is to be undertaken when an individual indicates to the Affiliate that they no longer agree with the imposed conditions and/or advises the Affiliate that they intend to breach conditions, and/or where an individual has breached conditions of their CCMS Supervision Agreement.
  - 2.2. In instances where the individual's behavior changes and they become uncooperative, the Affiliate must inform the CBSA CLO and duty manager via telephone immediately, but no more than six (6) hours, of the recommendation to withdraw supervision services.
  - 2.3. This information must be documented in the CCMS Case Summary Form and sent via encrypted email, or other secure file management system, to the CBSA CLO and duty manager immediately upon completion, but within no more than six (6) hours after the incident.
  - 2.4. The CBSA will work with the Affiliate to resolve any issues resulting in the recommended withdrawal of an individual from CCMS programming to ensure that all mitigation measures have been considered. Further consultation with the IRB may be required by the CBSA.

## 2.4. Residency in a Controlled Facility

### 2.4.1. Overview

1. The Affiliate must deliver secured accommodations to high intervention individuals, who may have a propensity to non-comply without a high level of intervention and monitoring.
2. The Affiliate must possess a broad knowledge base in relation to high intervention programming and high needs Mandatory populations, as it pertains to a mandatory residency environment.
3. The CBSA will advise the Affiliate of issues pertaining to program participants exhibiting or have a history related to:
  - a) Residents who have been convicted of an offence or offences causing death or serious harm to others;
  - b) Residents who are assessed as having a high potential for violent or suicidal behaviour;
  - c) Residents whose medical or psychiatric history indicates a need for special attention;
  - d) Residents who have attracted considerable public attention or residents with a high profile flag;
  - e) Any Criminal Code Schedule 1 (narcotics) individual; and,
  - f) Any change(s) in the supervision status of an individual.

### 2.4.2. Requirement

1. The Affiliate must provide the number of beds of each category that are stipulated in the Basis of Payment. Block Funded beds are guaranteed beds which are reserved for exclusive use under this Agreement; Per Diem beds are to be provided on an as-needed basis for exclusive use under this Agreement.
2. The Affiliate may provide the bed(s) at its community residential facility of choice but conditional that the selected facility has obtained prior approval for use by the CBSA.
3. Additional beds outside of what is stipulated in the Basis of Payment may be requested within Fiscal Year 1 and/or in subsequent fiscal years and will be provided under the same conditions of this Agreement and paid in accordance with the applicable provisions as set out in the Basis of Payment. Such requests are subject to Affiliate availability following discussion between the Affiliate and the JHSC in advance of release.

### 2.4.3. Residency House Rules

1. The Affiliate must provide verbally and in writing, information regarding the Affiliate's house rules to each resident at admission to ensure that the resident understands and agrees to abide by the house rules of the Contractor.
2. A form signed by the resident acknowledging the house rules must be provided to the CBSA. A signed copy must be provided to the resident.
3. House rules must address at a minimum:
  - a) Rights and responsibilities and expectations of the resident;
  - b) Grounds for termination from the program;
  - c) Rules regarding programs and services including hours of operation and curfew as appropriate;
  - d) Procedures regarding room searches and/or inspections (if applicable);
  - e) Visitation of family, legal counsel etc.;
  - f) Storage and Disposal of personal property;
  - g) Procedures regarding the handling of funds;
  - h) Policy on leave privileges;
  - i) Grievance policy and procedures; and
  - j) Policy on the reporting of individual behaviour, and compliance with the CCMS Supervision agreement and conditions to the CBSA.



#### *2.4.4. Meals and Meal Allowances*

1. The Affiliate must provide three (3) meals a day to residents plus one snack, or a meal allowance. Meals that are provided must meet health and nutritional requirements in accordance with Canada's Food Guide.
2. Residents who are provided with a meal allowance are responsible for the quality of their food intake, and consequently, their nutritional well-being.
3. At, or prior to admission, the resident is responsible for identifying any religious and/or medical dietary requirements.
4. If special requirements are identified, the Affiliate must consult with the CLO and reasonable efforts must be made to meet the dietary needs of the resident.

#### *2.4.5. Storage of and Access to Medication*

1. Upon admission, the Affiliate must ask the individual to identify any allergies or medical conditions that could require the urgent intervention of staff and/or emergency medical personnel.
2. The Affiliate must advise individuals upon admission that they are responsible for carrying, on their person, any medication dosage that requires immediate and/or urgent usage.
3. The Affiliate must store all prescription medication in a secure, locked area of the facility.
4. The Affiliate must safeguard the confidentiality of medical information they are privy to and ensure that the type of medication and prescribed dosage is not shared except with the CBSA, as required.
5. The Affiliate is required to advise the residents that if the resident is to leave the facility on overnight leave privileges (e.g.: weekend pass), they are responsible for requesting and taking with them the amount of medication that is required for the duration of their absences or for arranging access to their medication throughout their absence.
6. In instances where addiction may be an issue, the client must relinquish all prescription medication to the individual into whom care of the resident is released for overnight leave privileges.
7. While it is the resident's responsibility to self-administer their individual prescription and over-the-counter medication(s), the Affiliate must maintain a log to document an individual's access to their medication.
8. The medication access log must include the residents name, time which they accessed their medication, individual and staff initials. Medication names and dosages are to be included in the medication access log.
9. The Affiliate must forward the medication access log for each resident to the CBSA within three (3) days of the individual leaving the care of the Affiliate.

#### *2.4.6. Staff Alerts in Facility*

1. The Affiliate must ensure that all staff receive the necessary information about each resident so that the risk to their personal safety is minimized.
2. The Affiliate must maintain formal records for documenting the following:
  - a) Activities;
  - b) Incidents;
  - c) Resident movement;
  - d) Resident behaviour/observations; and
  - e) Violations and actions taken.



#### *2.4.7. Client Count in Facility*

1. The Affiliate's staff must verify that the residents in the facility are accounted for during the day and evening, or at a minimum, twice (2 times) per day.
2. Such verifications must ensure the presence of a live, breathing body. Such verifications must be recorded in a duty log.
3. The Affiliate must conduct a resident count immediately after curfew and/or the activation of the alarm system.

#### *2.4.8. Monitoring Residents while inside the Facility*

1. The Affiliate must monitor the residents' behaviour on a regular basis while within the facility, and must contact the CBSA Duty Manager and the CLO, by phone and email, within thirty (30) minutes, if unacceptable behaviour is observed.
2. Unacceptable behaviour may include, but is not limited to:
  - a) Any violation of standard or special conditions of release, or instructions issued by the Affiliate as agreed to by the CBSA in accordance with their CCMS Supervision Agreement;
  - b) Any violation of House Rules set by the Affiliate;
  - c) Any significant change in the individual's risk level;
  - d) Any demonstrated behavioural patterns that lead to an assessment of risk by the Affiliate to the resident, other residents or staff; and,
  - e) Any other information that is collected or obtained by the Affiliate that relates to a residents behaviour and is seen as questionable.
3. The Affiliate is authorized to conduct searches of an individual's room and its content when there are reasonable grounds to suspect a breach of conditions or house rules.
4. The Affiliate must report to the CLO and Duty manager by phone and encrypted email, or other secure communications system, if any unauthorized items (as defined by the Affiliate's House Rules), or any items that could jeopardize the health and safety of staff, public or other residents, is found. This notification will take place **as soon as possible** following the Affiliate's risk management.
5. The Affiliate must record violations and actions taken, and keep a copy on each resident's case file. The Affiliate must advise the CBSA of those violations and/or actions taken within one (1) day of the violation.
6. The Affiliate must ensure that staff adhere to the following procedure should an individual, known to the Affiliate, who has escaped legal custody, present himself/herself to the Affiliate:
  - a) Where possible and safe to do so, isolate the individual from the other residents;
  - b) Notify the CLO or CBSA Duty Manager;
  - c) In the event the individual absconds before the police or CBSA arrive, Affiliate staff are not to apprehend the individual but rather to provide relevant details to the CBSA or police to help in their investigative efforts.

#### *2.4.9. Monitoring Residents while outside the Facility*

1. The Affiliate must periodically check, at an interval agreed to between the Affiliate and the CBSA, individual resident activities and destinations while the resident is away from the facility and record the results of these checks in the log book.
2. The means used to verify individual residents activities and destinations must be agreed upon by the Affiliate and the CBSA.
3. The Affiliate must ensure that any leave from the facility (day or night privileges) have been communicated and approved by the CBSA, in advance to the leave commencing.
4. When requested by the CBSA, the Affiliate staff must verify the client's activities and location when away from the facility.

#### *2.4.10. Investigation Activities Related to Missing Individuals*

1. In instances where a high intervention CCMS client is missing from the facility wherein curfew and/or day pass or provisional release was not granted, the Affiliate will follow their internally established procedures for contacting law enforcement and will contact the duty manager and the CLO, by phone and email, within fifteen (15) minutes of the discovery.
2. In the event of a curfew violation, or failure to report as scheduled upon release (i.e.: the client did not return), the Affiliate must take immediate actions to locate the individual, including attempts to contact the individual by phone, and/or to attend any known addresses where the client has frequented most recently, as appropriate.

#### *2.4.11. Safety Emergency Measures*

1. The Affiliate must be in compliance with all applicable territorial, provincial, municipal, and local legislation and regulations.
2. The Affiliate's premises and equipment must conform to applicable zoning, health, safety, building and fire codes and regulations.
3. In the event that an individual count reveals a resident absent of vital signs, a staff trained in CPR must perform CPR, pursuant to their instruction and certification, and continue to administer such care in accordance with their instruction/certification until medical attendants arrive.
4. The Affiliate must have written plans for dealing with fire, medical emergencies and natural disasters, and the Affiliate's staff must be trained accordingly. The Affiliate must provide a copy of these plans to the CBSA.
5. The Affiliate must ensure that there is a First Aid Kit available at each shift with an inventory of medical contents approved by the St. John's Ambulance, the Canadian Red Cross, or equivalent, and that the contents are inspected monthly.
6. The Affiliate must ensure that all staff have CPR certification.
7. The Affiliate must ensure that a defibrillation machine is accessible in the facility at all times.
8. The Affiliate must ensure that residents have access to a landline telephone with free local calling capabilities and that emergency numbers are posted next to all telephones in the facility.

#### *2.5. Reporting Requirements*

1. The Affiliate is required to complete and present regular reports on its caseload to the JHSC or the CBSA, as applicable, on a monthly basis at least or more or less often as determined by the JHSC and/or the CBSA.
2. Relevant data must be recorded in the program's computer case management system; data must be input regularly and all relevant data must be input and up-to-date within ten (10) calendar days of the end of each calendar month.
3. Within ten (10) calendar days of the end of each calendar month, the Affiliate must prepare and forward to the JHSC and/or the CBSA, as required, information related to the provision of services under this Agreement within the format prescribed by the JHSC.
4. Relevant data includes:
  - a) Number of new individuals referred to the Affiliate for the month beginning the first day of month and ending the last day of month;
  - b) Source for each individual referred to the CBSA for CCMS program for the month (Individual, CBSA, IRB, NGO, etc.);
  - c) Number of individuals denied for participation into CCMS by the Affiliate for the month inclusive of client identification Numbers for each;

- d) Number of individuals subsequently enrolled into CCMS by the Affiliate with signed ATD Supervision Agreements;
- e) Number of individuals enrolled in High intervention programming for the month;
- f) Number of individuals who were de-escalated from one level of intervention to another during the month by category (i.e.: High intervention to medium intervention, High intervention to low intervention);
- g) Number of individuals who have been discharged from the program during the month, including identification numbers;
- h) Number of individuals for whom supervisory services were withdrawn during the month;
- i) Number of individuals who failed to comply with conditions during the month regardless of resolution;
- j) Number of individuals who absconded during the month;
- k) Number of individuals in the CCMS program at the end of the month;
- l) Number of individuals who received services within each category below during the month:
  - i. Compliance monitoring;
  - ii. Linkages to health support;
  - iii. Mental health assistance;
  - iv. Addiction & substance abuse counselling and support;
  - v. Information related to housing and employment; and
  - vi. Information related to child-related or family needs.
- 5. At each monthly report, each criteria above must also be proceeded with a year-to-date total in addition to the monthly total.
- 6. All of the above monthly reporting information is to be replicated in an annual report for period April 1 to March 31 of any given year.
- 7. The Affiliate must also provide a list, including individual identification numbers, of individuals who have been on the CCMS program for more than 365 days.

## 2.6. Performance Assessment

### 2.6.1. General Terms

- 1. On-going performance measurement and periodic assessments by the JHSC and/or CBSA shall be carried out, as applicable. The parameters of performance measurement and assessment are defined below. The JHSC will advise the Affiliate in advance of any planned audit or evaluation to be undertaken; however, it is incumbent on the Affiliate to ensure ongoing collection of data that can be used to undertake such an audit and evaluation, and provide the JHSC and/or CBSA, as applicable, with access to all relevant information.

### 2.6.2. Definitions

- 1. **Performance Measurement** is the on-going collection of, and reporting on, information on program implementation.
- 2. **Evaluation** is the periodic systematic collection and analysis of information on the performance of a program to make judgements about relevance, and progress or success in order to inform future programming decisions.

### 2.6.3. Performance Measurement and Assessment

1. Ability to support the CCMS Program Objectives will be assessed according to the following performance measures:

#### a) Performance Measure 1 - Service:

- i. **Objective:** Provide an alternative to detention for immigration individuals to an active caseload as determined by the CBSA, and agreed to by the Affiliate based on referrals.
- ii. **Rationale:** An individual's assessed risk can be mitigated through intervention of a community case management and supervision program.
- iii. **Data Source:** The Affiliate will provide monthly reports highlighting salient program elements.

#### b) Performance Measure 2 - Security:

- i. **Objective:** Monitor and ensure individual's compliance with CBSA, Immigration Division of the IRB, Federal Court of Canada conditions of release as outlined in the CCMS Supervision Agreement.
- ii. **Rationale:** An effective ATD is one whereby the individual is complying with the conditions of release without the need to actually be detained and the Affiliate is able to monitor and ensure this compliance.
- iii. **Data Source:** The Affiliate will provide information as to who has failed to comply and absconded and reflect this information in the monthly and yearly summaries. The Affiliate will inform the CBSA of efforts undertaken to investigate individuals who have failed to comply or abscond and reflect this information in the monthly and yearly summaries. The Affiliate will inform the CBSA of individuals for whom supervision is being withdrawn and the reasons for the withdrawal.

#### c) Performance Measure 3 - Savings:

- i. **Objective:** The Affiliate will confirm their ability to deliver high intervention alternatives to detention programming, using the set costing parameters outlined in the terms of Payment and Basis of Payment of this Agreement.
  - ii. **Rationale:** It is intended that the CCMS program be a cost effective alternative to detention, with costs that align with the type of programming required to mitigate an individual's risk. Costs above and beyond historical figures, and industry standards should be reviewed to avoid program cost coverages.
  - iii. **NOTE:** It is intended that the CCMS program includes eventual case resolution and it is not meant to be an indefinite arrangement. As a result, reasonable timeframes have been established to consider the need for continued supervision.
  - iv. An important element in cost analysis is the length of time in detention and on the CCMS Program. As a result, the Affiliate and the CBSA will undertake an ongoing assessment of program participants in order to consider the need for continued supervision and the most effective use of resources.
  - v. **Data Source:** The Affiliate will provide a list of active individuals and additional costs associated with relevant cases. In addition, the Affiliate will provide a list of active individuals who have been in the Program for one (1) year or more.
2. Performance measures may be periodically reviewed, amended or added to ensure services provided are meeting program objectives.
  3. The CBSA will undertake an assessment of the CCMS program at a minimum of twice per year, in November and at year end (April), or as required. The Affiliate shall cooperate with the JHSC and the CBSA during such assessments, as required and as applicable.
  4. Assessments shall be made against the performance measures defined in section 2.6 above, using the following scale:

- a) **Level 3:** Met all performance indicator targets for month(s) to date and progressing well to attain indicator targets;
  - b) **Level 2:** Met most, but not all performance indicator targets for month(s) to date; the Affiliate must make minor changes to attain indicator targets; and
  - c) **Level 1:** Did not meet any performance indicator targets for month(s) to date; CBSA and/or JHSC to assess and implement corrective plan to attain indicator targets.
5. If the Affiliate is assessed for performance improvements (b or c above), there will be an opportunity to respond to the assessment and, in conjunction with JHSC, introduce and implement a corrective plan, if warranted.
  6. If a corrective plan is implemented and the Affiliate is assessed for performance improvements a second time, the Affiliate must cooperate with the JHSC to determine and implement measures to improve performance.
  7. Subsequent to second unsatisfactory assessment, the Affiliate shall be given a reasonable amount of time to improve performance; if the Affiliate fails to improve performance to a satisfactory level, the JHSC has the right to terminate the Agreement for default.

## 2.7. Resource Requirement

### *2.7.1. Personnel Selection and Minimum Experience Requirements*

1. The Affiliate agrees to carry out a standardized structured interview for, or assessment of, each applicant or current employee with respect to the selection process, including the determination of personal suitability, and to conduct a background check to confirm the claimed work experience, training and qualifications of the applicant.
2. The Affiliate must design selection standards consistent with the following requirements, and must certify in writing to the JHSC and/or the CBSA as applicable, that each resource meets the minimum standard before providing services:
3. All personnel under this contract must:
  - a) Deal effectively and professionally with individuals detained under provincial or federal legislation, lawyers or other counsel and members of the public in a professional and ethical manner, and be aware of the rights and freedoms of the individuals under law;
  - b) Communicate effectively, both verbally and in writing;
  - c) Write reports, protect individual information and case data, and conduct themselves appropriately;
  - d) Effectively manage a caseload of individuals referred to them for services by the CBSA, and proactively ensure continued compliance of the individuals under their care; and
  - e) Must be Canadian citizens or permanent residents.
4. The Affiliate shall use qualified and properly supervised staff, volunteers and students to carry out its obligations provided that they meet the requirements noted above.
5. If personnel are considered to be unsuitable, the Affiliate will cooperate with the JHSC and the CBSA to mitigate the issue in a manner that is agreeable to the CBSA and the JHSC.
6. The Affiliate is responsible for providing properly trained and security cleared staff as well as back up support for illness, holidays or other absences of personnel at no incremental cost to the JHSC, so as to ensure that individual case management is undertaken in a manner that does not impact the individual, or the ATD Supervision Agreement.

7. The Affiliate and its personnel must be familiar with the following:
  - a) *Immigration Refugee Protection Act* and Regulations
  - b) Treasury Board guidelines for security of information
  - c) *Privacy Act*
  - d) *Access to Information Act*

## 2.8. Office Location

1. The Affiliate shall maintain an office(s) in which their resources are available to the representatives from the CBSA and to the individuals under its supervision. The office should be located in close proximity to public transit and easily accessible by individuals under their supervision. The Affiliate will allow CBSA employees access to this space as required to deal with eligible or enrolled individuals in the CCMS program.
2. The Affiliate shall ensure that the office is set up to enable personnel to easily communicate with the CBSA via telephone, fax and encrypted email, or other secure file management system, be equipped to properly store personal information, and enable private discussions with individuals, as required.

## 2.9. Management Structure

### 2.9.1. Administration of Personnel Files

1. As required by the JHSC, or on a yearly basis, the Affiliate shall provide a complete listing of each employee providing the services.

### 2.9.2. Affiliate Representatives

1. The Affiliate will identify the main point of contact for management of the SOW under this Agreement. This individual will act as the CCMS Program Executive (herein referred to as the Program Executive) and represent all personnel and offices working under this Agreement.
2. The Program Executive's role shall include monitoring of all terms, conditions and requirements under this Agreement, resolving issues, ensuring personnel are working in accordance with their authorities, roles and responsibilities, undertaking performance monitoring of staff, invoicing, hiring and overall supervising of the various parts of these services, as well as liaising with the JHSC and/or the CBSA, or other designated representative, as required.
3. The Program Executive is responsible for working in conjunction with the JHSC to ensure that all services are being delivered.

## 3. LANGUAGE REQUIREMENT

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1. Services must be available in both official languages of the Government of Canada – French and English. Communications with the JHSC and CBSA (as applicable) will however occur in English primarily. If services cannot be provided by the Affiliate in one of the official languages, the Affiliate may contact the JHSC for assistance.

## 4. EXTERNAL COMMUNICATIONS

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1. The Affiliate must obtain approval from the JHSC prior to any ATD related presentations/ information sessions with other groups or agencies. The Affiliate may respond to any requests for information related to its role and responsibilities. All other inquiries related to the CBSA's role and responsibilities will be redirected to the CBSA.



#### 4.1. Planned Announcements

1. Planned announcements that reference both the Affiliate and/or JHSC and the CBSA shall be undertaken by the JHSC, in coordination with the CBSA, unless another arrangement is made between the JHSC and the Affiliate concerned by the announcement.
2. Planned announcements that reference both the Affiliate and the CBSA shall be undertaken by the Affiliate, in coordination with the CBSA; the Affiliate may not undertake any such announcement without explicit consent and approval by the CBSA.

#### 4.2. Media Inquiries

1. The Affiliate may respond to media inquiries which reference its roles and responsibilities directly. All other media inquiries outside of the Affiliate's SOW shall be deferred to the JHSC.
2. The Affiliate shall not respond on behalf of the JHSC nor the CBSA, but rather defer the inquiry to the respective party.
3. Regarding public disclosure of incidents, the Affiliate will not confirm or deny, nor speak to details of any incidents involving program participants. The Affiliate will rather refer such inquiries to the JHSC.

#### 4.3. Use of Logos

1. The Affiliate may not use the CBSA's nor the JHSC's name, logo, emblem or official seal without their expressed written consent, nor may JHSC or the CBSA use the Affiliate's emblem without its expressed written consent.

### 5. SECURITY REQUIREMENT

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1. The following security requirement applies and forms part of this Agreement :
  - 1.1. The Affiliate shall, at all times during the performance of the standing Agreement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  - 1.2. The Affiliate's personnel requiring access to PROTECTED information, assets or work site(s) must each hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
  - 1.3. The Affiliate's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must be a permanent resident of Canada or a citizen of Canada and must **each** hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by CISD/PWGSC.
  - 1.4. The Affiliate **must not** utilize its Information Technology systems to electronically process, produce or store PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
  - 1.5. Subcontractors which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
  - 1.6. The Affiliate must comply with the provisions of the:
    - a) Security Requirements Check List and Security Guide (if applicable), attached at Annex B;
    - b) Industrial Security Manual (Latest Edition), available at:  
<https://www.tpsgc-pwgsc.gc.ca/esc-src/msi-ism/index-eng.html>
2. The following additional security requirement also applies and forms part of this Agreement :

- 2.1. The CBSA will conduct its own personnel Reliability Status assessment of the Affiliate's personnel; reliability Status assessment conducted by the CBSA will include a credit check.
- 2.2. If the Affiliate's personnel has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Affiliate's personnel will still undergo a security screening process to be conducted by the CBSA.
- 2.3. The credit check and fingerprinting, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Services and Procurement Canada's (PSPC), "Canadian and International Industrial Security Directorate" (CIISD).
- 2.4. Until the credit check, fingerprinting and all other security screening processes required have been completed and the Affiliate's personnel is deemed suitable by the CBSA, the Affiliate's personnel will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.