



*Your Future... Our Priority*

# REQUEST FOR SUPPLIER QUALIFICATION

for

# Provision of Psychological Assessment Services

**RFSQ No. 2017-111SQ**

**Issue Date: October 31, 2017**

**Deadline for Submissions: September 13, 2019**

**Submission Time: Before 1:30 p.m.**

Technical Questions can be directed to Justin Apokremiotis at [japokremiotis@scdsb.on.ca](mailto:japokremiotis@scdsb.on.ca) (705-734-6363 #11294).

Clinical Questions can be directed to Dr. Bill Colvin, Senior Psychologist at [bcolvin@scdsb.on.ca](mailto:bcolvin@scdsb.on.ca) (705-734-6363 #11674).

**SUBMIT TO:**

**Simcoe County District School Board  
Attention: Reception Desk  
1170 Highway No. 26  
Midhurst, ON L9X 1N6**

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## INSTRUCTIONS TO RESPONDENTS

### 1. INVITATION

Simcoe County District School Board (the “**Board**”) is inviting Submissions from Respondent(s) for “**Service**” as described in this Request for Supplier Qualification (RFSQ).

The objective of this pre-qualification process is to assess the qualifications of licensed professionals for the purpose of providing Psychological Assessments to students of Simcoe County District School Board.

The result of this pre-qualification process will be the creation of a Vendor of Record List (the “**VOR List**”) of qualified service providers to provide the services as described herein.

### 2. SUPPLIER QUALIFICATION CONTENTS

Respondent(s) should ensure they have all of the documents listed below:

Instructions to Respondent(s)  
Scope of Project

Should any documents be missing or incomplete and/or upon finding any discrepancies or omissions, please submit notice as a question through the bidding system as noted in Article 3.

### 3. SUPPLIER QUALIFICATION COORDINATOR

All questions shall be submitted through the bidding system through the submit question feature.

### 4. IRREVOCABLE

We acknowledge and agree that your Submission is irrevocable for a period of 30 days starting from the day after the Submission Deadline.

### 5. TERM OF VOR ARRANGEMENT

The term of this non-exclusive VOR Arrangement will be become effective:

- **Upon award**, unless terminated in accordance with its terms, will continue until
- **June 30, 2021** (the “Term”).

Fees shall remain firm for the duration of this Term of the VOR Arrangement.

#### OPTIONAL VOR ARRANGEMENT EXTENSIONS

The Board, in its sole and unfettered discretion, may extend this VOR Arrangement Term for two (2) additional one-year (1) extensions. Forty five (45) days prior to the expiration date of the VOR Arrangement, the successful Respondent(s) will be required to submit any price increases/decreases, etc. for review and approval by the Supplier Qualification Coordinator and project lead. The board will use this information when considering the optional one-year (1) extensions. Failure to submit this information in the time requested will result in the current VOR Arrangement (pricing rates) remaining in force for duration of the one-year (1) extension, at the discretion of the Board.

## INSTRUCTIONS TO RESPONDENTS

Except as set out in this Article, nothing in this Supplier Qualification document shall extend or require the Board to extend this VOR Arrangement. The Term, together with any extension period or periods, granted by the Board is referred to as the "Term."

### OPPORTUNITY TO BE ADDED TO VOR LIST

During the term of this VOR Arrangement, additional Respondent(s) who have not previously submitted qualifications in response to this RFSQ, or who were previously unsuccessful in becoming qualified, will have an opportunity once per year to submit/resubmit their qualifications to be evaluated against the same criteria as provided in this document. This submission will be permitted for evaluation forty-five (45) days prior to the VOR Arrangement anniversary date of June 30<sup>th</sup> each year. Successful Respondent(s) will be added to the VOR Arrangement under the same terms and conditions as indicated herein.

### 6. DEFINITIONS

Capitalized terms used in this RFSQ and Schedules and not otherwise defined shall have the meanings indicated in this Section. Terms not otherwise defined in this RFSQ shall have the meanings indicated in this Section.

**"Award"** means the later of the two or more dates Service Agreement has been signed by the successful Respondent(s) and the Board. This date is when the Service Agreement becomes effective.

**"Board"** means the Simcoe County District School Board and includes any of the Board's employees, officials, directors, trustees or agents who are engaged to represent the Board.

**"Conflict of Interest"** has the meaning that if there is an actual or potential Conflict of Interest in preparing its SUPPLIER QUALIFICATION, and/or the Respondent(s) foresees an actual or potential Conflict of Interest in performing the Agreements obligations contemplated in the RFSQ.

**"Evaluation Score"** has the meaning assigned to such term in the awarded based on the criteria set out in the **"Instructions to Respondent(s)."**

**"Evaluation Team"** means the Board evaluation team appointed to guide, monitor and direct this Tender and evaluate Submissions.

**"Irrevocability Period"** means the period in which your Submission cannot be withdrawn from evaluation.

**"Points of Discussion"** means one or more issues raised by a Respondent(s) in its Submission concerning the RFSQ and/or Service Agreement.

**"Psychological Service Provider (PSP)"** means a person who delivers psychological Service.

**"Question Deadline"** is the date identified on the front cover and is the last date on which Respondent(s) can submit questions to the Board.

**"Submission"** means the all documents submitted by a Respondent(s) in accordance with the **"Instructions to Respondent(s)."** The term **"Submission"** also includes any amendments offered during negotiations convened pursuant to the provisions of this RFSQ, even if the negotiations are unsuccessful.

**"Non-Registered PSP"** refers to an individual who is not a registered member of the College of Psychologists who delivers psychological services under the supervision of a registered PSP

## INSTRUCTIONS TO RESPONDENTS

“**Registered PSP**” refers to a member of the College of Psychologists. Specifically, a duly registered psychologist or psychological associate; a member of the college of psychologists holding a certificate authorizing supervised practice and other individuals who are in the course of fulfilling the requirements of supervised practice.

“**Request for Additional SUPPLIER QUALIFICATION**” has the meaning in which the Evaluation Team may contact any one or more Respondent(s) to request clarification of any SUPPLIER QUALIFICATION or materials submitted as part of a Submission

“**Request for Supplier Qualification (RFSQ)**” means, as the context requires, this request for Supplier Qualification process and other documents within.

“**Respondent(s)**” means a person, partnership, corporation, or joint venture which participates in this RFSQ by submitting a Submission. The term “**Respondent(s)**” also includes a person, partnership, corporation or joint venture prior to the Submission of its Submission.

“**Service**” has the meaning of what is to be provided or serviced as described in this document.

“**Submission Deadline**” is the date and time identified on front cover.

“**Successful Prequalified Respondent(s)**” will be the Respondent(s) which submits a Submission meeting all of the mandatory requirements and are deemed “Qualified” by the Evaluation Team.

“**VOR**” means a qualified, responsible Respondent who has been placed on the Board’s prequalified list of vendors, now considered to be a Vendor of Record.

“**VOR Arrangement**” means a procurement arrangement authorizing an organization to select a supplier from a list through a formal second stage process if required, for a defined period of time.

“**VOR List**” means a listing of qualified, responsible Respondent(s) who has/have been placed on the Board’s prequalified list of vendors who have been assessed through an evaluation process and are deemed qualified.

### 7. MANDATORY REQUIREMENTS

Without limiting the generality of “**THE BOARD’S RIGHTS**” only Respondent(s) that submit Submissions which meet all of the mandatory requirements set out below on a “pass/fail” basis will be eligible to be selected for further evaluation.

### 8. NOT A BINDING CONTRACT

This Supplier Qualification does NOT constitute an offer by the Board to contract. This RFSQ or any Submission will not constitute such an offer or create any contractual or other obligations whatsoever. Issuance of this RFSQ, the Respondent’s preparation of a Submission, and the subsequent receipt and evaluation of the Submission by the Board does not obligate the Board in any manner whatsoever, including awarding a contract to any Respondent.

### 9. PREVIOUSLY QUALIFIED RESPONDENT(S)

Respondent(s) who have been previously qualified, under any of the categories detailed herein, or who are currently performing work for the Board **must** also respond to this request to be considered for future work assignment. Respondent(s) that do not participate in the supplier qualification process and who are not

## INSTRUCTIONS TO RESPONDENTS

subsequently approved will be excluded from bid opportunities during the term of this VOR Arrangement. **No exceptions will be made.**

### 10. REQUEST FOR SUPPLIER QUALIFICATION CALL PROCESS

This is a Request for Supplier Qualification and not a Request for Tender or Proposal call. With respect to the process, the Board reserves the right to reject any or all Submissions or cancel the call any time after issuance.

### 11. SUBMISSION EVALUATION METHOD

- 11.1. Submissions will be evaluated against criteria as set out in "Instructions to Respondent(s)". The Board shall, in its sole discretion, determine:
  - 11.1.1. whether a Submission complies with any mandatory requirements;
  - 11.1.2. a Respondent(s) Evaluation Score;
  - 11.1.3. the Successful Qualified Respondent(s), if any.
- 11.2. The overall objective of the evaluation process is to identify the Respondent(s) which most effectively meets the Board's requirements, as reflected in this RFSQ.
- 11.3. The Board may not necessarily accept the lowest submission price or any submission. The Board reserves the right to reject any or all submission at any time without explanation or to accept any submissions considered advantageous to the Board.

### 12. IDENTIFICATION OF PRE-QUALIFIED RESPONDENTS

The Board's **preference** is to establish a VOR List consisting of Registered Psychologists or Psychological Associates who will administer the assessment procedure themselves. Should there be an insufficient number of qualified Psychologists or Psychological Associates who will administer the procedures themselves, consideration will be given to submissions where Psychologists or Psychological Associates utilize non-registered personnel to administer assessment procedures.

Respondent(s) receiving an evaluation score of "satisfactory" with respect to the quality of Sample Assessment Reports AND an Evaluation Score of "competitive" with respect to the Assessment Rates submitted will be deemed Qualified and will be placed on a VOR List for such services for the duration of the Term. By responding to this RFSQ, Respondents agree to accept the recommendations of the Evaluation Team.

### 13. EVALUATION METHODOLOGY AND CRITERIA

It is the intent of the Board to place all Qualified Respondents on the VOR List to provide the highest level of professional Psychological Assessments to the students of Simcoe County District School Board.

#### Stage 1 - Evaluation of Submissions

The Board's evaluation team will make the sole determination whether the Respondents two (2) Psychological Sample [Reports](#) for each Assessment sub-type being proposed are considered "satisfactory." Satisfactory will be defined as Reports that meet Board standards, expectations and requirements as described within. Only submissions containing two (2) sample reports the Board deems to be "satisfactory" will be considered for placement on the VOR List.



## INSTRUCTIONS TO RESPONDENTS

The Board's evaluation team will make the sole determination whether the Respondents Assessment Rates submitted on Schedule 6 – Assessment Rate Sheet are considered “competitive.” Competitive will be defined as rates that are competitive within industry standards.

CRITERIA	Scoring
<b>Quality of Sample Reports</b> Assessment Reports will be evaluated using Association of Chief Psychologists with Ontario School Boards recommended guidelines for the diagnosis of children with Learning Disabilities.	Satisfactory or Unsatisfactory
<b>Assessment Rates (Schedule 5)</b>	Competitive or Non-competitive

### Stage 2 – Interview/Clarification Meeting

If required, after evaluation of the submissions, the Board may request one or more Respondent(s) to attend a meeting at the Education Centre with the Boards Senior Psychologist and applicable staff for the purpose of clarifying information within the submission. The result of this meeting will determine if the Respondent(s) submission will meet the above-noted criteria and be deemed successful for placement on the VOR List.

#### **14. ABILITY TO PERFORM WORK**

The Board reserves the right to reject any submission from any respondent(s), who in the Board's reasonable opinion, is deemed incapable of providing the necessary labour, materials, equipment, financing and management resources to perform the work in a satisfactory manner.

#### **15. ASSIGNMENT OF SUBSEQUENT CONTRACT(S) / WORK**

From the list of qualified Respondent(s), the Board will generate a Vendor of Record (VOR) List of qualified Respondents. The assignment of subsequent contract(s) shall be up to the sole discretion of the Board and shall be based on the following considerations:

- 15.1. Subsequent Psychological Assessment assignments shall primarily be issued to VOR's by use of a rotating roster.
- 15.2. Some consideration may be given to assigning assessments for geographic convenience, parent preference or, in exceptional cases, the assessments will be referred to PSPs with areas of specialty that are specific to the needs of the student.

#### **16. DOCUMENTS TO BE DELIVERED PRIOR TO PLACEMENT ON VOR LIST**

Within seven (7) business days of receiving the notice, the successful Respondent(s) shall deliver to the Board:

1. Commercial General Liability (CGL) [Insurance](#) in the amount of not less than **\$5,000,000** per occurrence including professional and/or malpractice coverage
2. [Criminal Record Check/Vulnerable Sector Screenings](#) \*

## INSTRUCTIONS TO RESPONDENTS

3. Verification of registration with the College of Psychologists of Ontario
4. Service Agreement, to be provided, completed and signed upon placement on VOR

\* Due to the length of time it may take to obtain a Criminal Background Checks with Vulnerable Sector Screening the successful Respondent(s) may submit proof, in the way of a receipt, the Criminal Background Checks with Vulnerable Sector Screening application process is in progress, at time of submission, for each employee or Sub-contractor who will be in contact with students. Respondents shall provide formal documentation of Criminal Record Check/Vulnerable Sector Screenings prior to assignment of any work.

### 17. NO OBLIGATION TO PROCEED

The Board's issuance of this RFSQ, its evaluation of any Submissions, or the pre-qualification and the placement of any Respondent on a VOR List are not intended to and shall not obligate the Board to issue any bids, tenders or other procurements during the Term, proceed with any work, award any work, or to enter into or award any contract for any work, and there is no guarantee that any pre-qualified Respondent who is placed on a VOR List will be awarded, and the Board specifically disclaims any obligation to award, a contract or any work or services.

### 18. WITHDRAWAL

A Respondent may, at any time after the irrevocable period, and whether or not it has been pre-qualified and placed on a VOR List:

- a) withdraw its Submission; and/or
- b) request that it be removed from the VOR List.

A Respondent's request made pursuant to this paragraph shall be made in writing and shall be sent to the RFSQ Coordinator.

### 19. RESPONDENTS' EXPENSES

Respondents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFSQ including, without limitation, all costs and expenses related to a Respondent's gathering of information, attending or participating in any meetings, the preparation and delivery of a Submission, or responding to any questions or clarifications or request for additional information/clarification made by the Board.

### 20. ELECTRONIC SUBMISSIONS

SUPPLIER QUALIFICATION SUBMISSIONS ONLY, shall be received by the Bidding System, no later than 1:30:00 p.m. (13:30:00 hours) local time.

Proponents are cautioned that the timing of their supplier qualification submission is based on when the Bid is received by the Bidding System, not when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the Owner recommends that Proponents allow sufficient time to upload their supplier qualification submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.

## INSTRUCTIONS TO RESPONDENTS

Proponents should contact the Purchasing Coordinator listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Purchasing Coordinator immediately.

Contact:

Justin Apokremiotis, Purchasing Supervisor  
Simcoe County District School Board  
(705)734-6363, ext. 11294  
japokremiotis@scdsb.on.ca

### 21. RESPONDENT(S) QUESTIONS AND COMMUNICATION WITH THE BOARD

- 21.1. All questions and other communications permitted by this RFSQ are to be submitted through the owners Bidding System.
- 21.2. If Respondent(s) have any questions regarding this RFSQ, including the Contract or Service they should submit such questions well before the Question Deadline (as stated on front page) so as to allow sufficient time for the Board to consider a Submission including whether an addendum should be issued. Respondent(s) are reminded that a Submission which contains any exceptions, revisions, conditions, or qualifications may be deemed non-compliant.
- 21.3. All questions received prior to the Question Deadline will be reviewed and if the Board believes that a Submission is warranted, it will include the question and its answer in an addendum. Questions received after the Question Deadline may not be considered and may not be answered, although the Board reserves the discretion, but has no obligation, to consider and respond to questions received after the Question Deadline. In responding to questions the Board may answer similar questions from different Respondent(s) only once, may edit or rephrase the questions for purposes of clarity, and may ignore questions which, in the Board's opinion, do not require a Submission.
- 21.4. Other than with the Supplier Qualification Coordinator, Respondent(s) are not to communicate with or otherwise contact any member of the Board or the Evaluation Team or any member of the Board's board of trustees regarding this RFSQ at any time prior to appointment of the Successful Prequalified Respondent(s). Failure of a Respondent(s) to comply with this paragraph may result in the disqualification of the Respondent(s) and the rejection of its Submission.

### 22. ADDENDA

- 22.1. Proponents shall acknowledge receipt of any addenda when submitting their SUPPLIER QUALIFICATION through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their SUPPLIER QUALIFICATION submission online.
- 22.2. Addendum/Addenda will typically be issued through the Bidding System, 7 days prior to Closing Time and Date.
- 22.3. In the event an addendum is issued within 7 days prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued.

## INSTRUCTIONS TO RESPONDENTS

### 23. OPENING OF SUBMISSIONS

Respondents are advised there will **not** be a public opening for this RFSQ. Submissions received, by the date & time of closing, will be opened administratively by respective members of the Board and, at a time subsequent to the closing.

### 24. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

The Supplier Qualification Coordinator may contact any one or more Respondent(s) to request clarification of any information or materials submitted as part of a Submission, or to request supplementary information (collectively, "**Request for Additional Information/Clarification**"), without any obligation to contact any other Respondent(s) or Respondent(s) with the same or any Request for Additional Information. A Respondent(s) Submission to a Request for Additional Information may be delivered either in writing or by an attendance and oral presentation / meeting with the Evaluation Team, at the Evaluation Team's sole discretion and direction.

Respondent(s) shall respond promptly to all Requests for Additional Information/Clarification. Failure to do so may result in a Submission being rejected.

Any Submission received by the Evaluation Team in response to a Request for Additional Information shall, at the sole option of the Evaluation Team, form an integral part of a Respondent(s) Submission.

### 25. ORIENTATION SESSION FOR VOR'S

Successfully qualified Respondent(s) will be required to commit to and attend an Orientation session lasting approximately two (2) hours in length with the Boards Senior Psychologist. This session will be booked for a mutually agreeable time and date for both parties. Sessions will be held at the Education Centre unless advised otherwise.

### 26. BOARD SUPPLIER QUALIFICATION, RESPONDENT(S) INVESTIGATIONS AND DUE DILIGENCE

Not Applicable.

### 27. PROHIBITION ON LOBBYING / COLLUSION

27.1. Respondent(s) are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFSQ.

27.2. A Respondent(s) shall not discuss or communicate directly or indirectly with any other Respondent(s) any information whatsoever regarding the preparation of a Submission. Respondent(s) shall prepare and submit Submissions independently and without any communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent(s) except where submitting as a joint venture and then communication will only be permitted with the Respondent(s) participating in the joint venture.

27.3. Failure of any Respondent(s) to comply with this Section may result in the disqualification of the Respondent(s) and the rejection of its Submission.

### 28. CONFLICTS OF INTEREST

28.1. Respondent(s) shall disclose, in their Submission, all perceived, potential, and actual Conflicts of Interest. For the purposes of this RFSQ, "**Conflict of Interest**" includes:

## INSTRUCTIONS TO RESPONDENTS

- 28.1.1. any situation or circumstances where, in relation to this RFSQ and/or the Contract, the Respondent(s) other commitments, relationships or financial interests could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the Evaluation Team or the Board;
- 28.1.2. any situation or circumstances where any person(s) employed by the Board in any capacity, or any Board trustee;
  - 28.1.2.1. has a direct or indirect financial interest in the award of the Contract to any Respondent(s);
  - 28.1.2.2. is currently employed by, or is a subcontractor or a consultant to a Respondent(s);
  - 28.1.2.3. is negotiating or has an arrangement concerning future employment or contracting with any Respondent(s);
  - 28.1.2.4. has an ownership interest in, or is an officer or director of, any Respondent(s).
- 28.2. If a Respondent(s) discovers, at any time, any perceived, potential, or actual Conflicts of Interest, the Respondent(s) shall promptly disclose the perceived, potential, or actual Conflict of Interest by sending a written statement in the manner to the RFSQ Co-ordinator. Failure of any Respondent(s) to comply with this Section may result in the disqualification of the Respondent(s) and the rejection of its Submission.
- 28.3. Without limiting the generality of the **“The Board’s Rights,”** the Board may, in its sole discretion:
  - 28.3.1. exclude any Respondent(s) and its Submission on the grounds of Conflict of Interest;
  - 28.3.2. waive any and all perceived, potential or actual Conflicts of Interest upon such terms and conditions as the Board, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

### 29. POINTS OF DISCUSSION

- 29.1. If a Respondent(s) wishes to discuss or negotiate any part of the Service Agreement and/or RFSQ it shall state such Points of Discussion in an attachment, and shall include draft replacement wording for each Point of Discussion. The Board will not consider or discuss any issues, brought forward by the Respondent, relating to the Contract unless they have been included in a Respondent(s) Points of Discussion. A Respondent(s) which submits a Submission which does not contain or attach any Points of Discussion will be deemed to make no Points of Discussion.
- 29.2. Respondent(s) are cautioned that the nature and extent of the Points of Discussion may be a negative factor in the evaluation of their Submissions and may impact their Evaluation Score.
- 29.3. Without limiting any of the Board’s rights, a Respondent(s) discussions or negotiations respecting the Contract will be limited to the Points of Discussion submitted as part of its Submission.

### 30. SUBMISSION EVALUATION METHOD

- 30.1. The overall objective of the evaluation process is to identify the Respondent(s) which most effectively meets the Board’s requirements, as reflected in this RFSQ. However, and notwithstanding anything else in this RFSQ, the award of the Contract, if any, may be subject to the discretion and prior approval of the board of trustees of the Board. Respondent(s) shall have no claims whatsoever against the Board or any member of the board of trustees of the Board arising out of the latter’s exercise of discretion, particularly in the event the Board, in its sole and unfettered discretion, and for any or no reason, decides not to award the Contract.
- 30.2. The evaluation process will be conducted by the Evaluation Team although others, including Board staff and advisors, may be asked to review the Submissions as deemed appropriate by the Evaluation Team.

## INSTRUCTIONS TO RESPONDENTS

- 30.3. The Evaluation Team may also obtain the assistance of consultants and advisors as the Evaluation Team may deem appropriate.
- 30.4. The RFSQ Co-ordinator or members of the Evaluation Team may contact and/or visit one or more of the Respondent(s) customers, clients and/or references and any other person or persons as the Evaluation Team deems appropriate, without notice to the Respondent(s). The fact the RFSQ Co-ordinator contacts and/or visits a customer, client and/or a reference of one of the Respondent(s) will in no way obligate the Board to contact and/or visit the customers, clients, and/or references of any of the other Respondent(s).
- 30.5. Respondents must include in their submissions any relevant supplier qualification that would allow the board to accurately assess their organization with regards to evaluation criteria. No assumptions will be made. Failure to submit such supplier qualification shall be deemed sufficient cause for disqualification of a submission from further consideration for award.

### 31. PIGGYBACK CLAUSE

Not Applicable

### 32. THE BOARD'S RIGHTS

- 32.1. In addition to any other express rights contained in this RFSQ or any other rights which may be implied in the circumstances, the Board reserves the right to exercise any or all or a combination of the rights described in this Section.
- 32.2. A Respondent(s) submission or the opening and evaluation of any Submission does not obligate the Board to accept any Submission, award the Contract, or to proceed further with this RFSQ.
- 32.3. The Board may, in its sole discretion, and for any or no reason:
- 32.3.1. reject any or all Submissions;
  - 32.3.2. accept any Submission;
  - 32.3.3. accept part of any Submission;
  - 32.3.4. if only one Submission is received, elect to accept or reject it;
  - 32.3.5. cancel this RFSQ at any time prior to the execution of the Contract;
  - 32.3.6. cancel this RFSQ at any time prior to the execution of the Contract and issue a new competitive procurement process for Service which are same or similar to the Service, with the same or different participants, if:
    - 32.3.6.1. the Board receives only one Submission and it meets all of the mandatory requirements; or
    - 32.3.6.2. the Board receives more than one Submission but only one Submission meets all of the mandatory requirements,
    - 32.3.6.3. The Board may, in its sole discretion, take any action in accordance with above.
- 32.4. In addition to any other express rights or any other rights which may be implied in the circumstances, the Board reserves the right to:
- 32.4.1. verify with a third party any SUPPLIER QUALIFICATION contained in a Submission;
  - 32.4.2. check references other than those provided by a Respondent(s);
  - 32.4.3. adjust a Respondent(s) evaluation or reject a Submission on the basis of SUPPLIER QUALIFICATION provided by a Respondent(s) in Submission to a Request for Additional SUPPLIER QUALIFICATION or as a result of SUPPLIER QUALIFICATION obtained by the Board during the RFSQ;

## INSTRUCTIONS TO RESPONDENTS

- 32.4.4. disqualify any Respondent(s) whose Submission contains misrepresentations or any other inaccurate or misleading SUPPLIER QUALIFICATION relating to matters which the Board, in its sole discretion, considers material.

### 33. RESPONDENT(S) DEBRIEFING

- 33.1. Following the conclusion of this RFSQ, and provided the Contract has been awarded and executed, the Board will offer separate debriefings to unsuccessful Respondent(s) on a date and at a time and for duration to be confirmed by written notice issued by the Board. Where an unsuccessful Respondent(s) desires a debriefing, they shall submit a written request to the RFSQ Co-ordinator within sixty (60) days of the date of award notification or SUPPLIER QUALIFICATION cancellation, if applicable, failing which no debriefing will be provided.
- 33.2. Evaluations and rankings of the Submissions are confidential and during a debriefing the Board will not provide critiques or discuss the merits of any Submission other than the Submission submitted by the Respondent(s) which requested the debriefing.

### 34. DISPUTES

- 34.1. In the event of a dispute arising in connection with this RFSQ including, without limitation, a dispute concerning the existence of the Submission Contract or a breach of the Submission Contract, or a dispute as to whether the Submission of any Respondent(s) was submitted on time or whether a Submission is compliant, the parties to the dispute agree:
- 34.1.1. to use their best efforts to resolve the dispute through amicable and good faith negotiations for a period of at least ten (10) days, having such written and oral communications and meetings as appropriate;
  - 34.1.2. if a dispute is not resolved through negotiations any party may, at any time prior to the dispute being referred to arbitration in accordance with below, request that a mediator be retained to assist in resolving the dispute. In the event a request for mediation is made, the parties shall, within five (5) business days, make reasonable attempts to agree on a mediator and shall mediate the dispute;
  - 34.1.3. if the dispute is not resolved within thirty (30) days of a request for the appointment of a mediator, the Board, in its unqualified subjective discretion, may refer the dispute to confidential binding arbitration before a single arbitrator with knowledge of procurement/bidding law and practice in Barrie, Ontario, pursuant to the *Arbitration Act, 1991* (Ontario), as amended. In the event that the Board refers the dispute to arbitration, each Respondent(s) agrees that it is bound to arbitrate such dispute with the Board. Unless the Board shall refer such dispute to arbitration, there shall be no arbitration of such dispute.
- 34.2. The Board may give notice of a dispute to one or more or all of the Respondent(s), each of whom shall be a party to and shall be entitled to participate in the negotiation, mediation and/or arbitration, as the case may be and, in the case of arbitration, each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.
- 34.3. In the event the Board refers a dispute to arbitration, the parties to the arbitration agree that they shall exchange brief statements of their respective positions on the dispute, supported by relevant documents, and shall submit to an arbitration hearing that shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

### 35. LIMIT OF LIABILITY

## **INSTRUCTIONS TO RESPONDENTS**

Except as expressly and specifically permitted in these Terms and Conditions, no Respondent(s) shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFSQ, and by submitting a Submission, each Respondent shall be deemed to have agreed that it has no claim.

### **36. COMPLIANCE WITH THE BOARD'S POLICIES AND THE EDUCATION ACT**

- 36.1. Respondent(s) are instructed to familiarize themselves with the Board's policies and administrative procedures related to purchasing by viewing the same at: "<http://www.scdsb.on.ca>" under "Board Highlights." By submitting a Submission each Respondent(s) represents that it has complied with the Board's policies and administrative procedures.
- 36.2. Respondent(s) are instructed to familiarize themselves with section 217 of the *Education Act*, as amended, respecting the employment of employees of the Ministry of Education or the Board in connection with this RFSQ. By submitting a Submission each Respondent(s) represents that it has complied with section 217 of the *Education Act*, as amended.

### **37. CONFIDENTIALITY, DISCLOSURE AND MFIPPA**

Respondents acknowledge that the contents of their Submissions will be disclosed, on a confidential basis, to the Evaluation Team and others. The Board will use reasonable efforts to protect sensitive and confidential information provided by the Respondents, however, the Board accepts no liability in the event that such information is disclosed even if the Board, its advisors, staff, members of the Evaluation Team, or any other person associated with the Board may have been negligent with respect to such disclosure. Information provided in the Submissions may be presented at public meetings of the Board and may be disclosed to the public. In addition, the Board may be required to disclose parts or all of a Submission pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)* or other legislation. Subject to the provisions of that Act, the Board will use reasonable efforts to safeguard the confidentiality of any information identified by a Respondent as confidential, but shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under such Act or any other applicable law. By submitting a Submission each Respondent agrees to such disclosure and releases the RFSQ Coordinator, the Evaluation Team, and the Board from any liability for the same.

### **38. PHIPA ACKNOWLEDGEMENT**

Successful Respondents understand that they are obliged to comply with regulations associated with the Personal Health Information Protection Act (PHIPA).

### **39. PUBLIC STATEMENTS**

Respondents shall not publish, issue, advertise, distribute or make any statements, postings, blogs or news releases, electronic or otherwise, concerning this RFSQ, without the Board's prior express written consent. A Respondent's failure to comply with this paragraph may result in the disqualification of the Respondent and the removal of the Respondent from a VOR List.

### **40. TERMINATION OF THE VOR ARRANGEMENT**

The Board reserves the right to terminate the VOR arrangement without cause prior to expiration with thirty (30) days written notice to the selected Respondents.

The Board also reserves the right to immediately terminate the entire VOR arrangement in whole or in part or to remove a selected Respondent in the event that our requirements change, if bylaws, acts or other government legislation occur that are beyond control of the Board, if the selected Respondent's performance is not satisfactory, if there are negative changes in the selected Respondent's registrations, financial status, if dissolution, liquidation, insolvency, bankruptcy, restructuring, corporate takeovers, mergers, buy-outs or any other change in company ownership occurs, if changes in personnel reduces the



## INSTRUCTIONS TO RESPONDENTS

level of performance and expertise and/or any other changes take place that would negatively impact the requirements and selection criteria originally set out in the RFSQ document and therefore place the Board at increased risk.

In the event of Termination of the VOR Arrangement, the Board shall only initiate payment for services/assessments rendered and will not be held responsible to pay for services that have not been completed in full to the satisfaction of the Board's Senior Psychologist.

### 41. EXCLUSIVITY

The Supplier Qualification of a Respondent(s) as a result of this Request for Supplier Qualification will not limit or restrict the Board from solicitation of quotes and engagement of Respondents for similar services, as and when deemed necessary by the Board.

### 42. PRE-QUALIFICATION DOES NOT CONSTITUTE ENDORSEMENT

The Board's prequalification of a Respondent and/or placing a Respondent on a VOR List does not constitute a general endorsement of that Respondent's work or services.

### 43. INDEMNIFICATION

The Respondent agrees to indemnify and save harmless the Board and its respective servants, students and agents from against all manner of claims, demands and actions (including costs) which the Respondent may sustain, incur or be liable for in consequence of the Pre-qualification therein.

### 44. APPLICABLE LAWS AND STATUTES

The laws of the Province of Ontario and the By-laws of the Region and Municipalities will govern in any dispute occasioned through the performance or non-performance of materials and/or workmanship resulting from their submission.

### 45. INSURANCE

Respondents shall submit certificate of insurance from an insurer, acceptable to the Board, confirming that the Respondent has the minimum required insurance coverage, as stipulated below, of which will be required from the Successful Qualified Respondent(s) upon time of notification of placement on the VOR list.

Each policy of insurance shall:

- be placed with insurers licensed to underwrite insurance in Ontario;
- shall include the Board as an additional insured in respect of all operations performed by or on behalf of the Successful Prequalified Respondent(s); and
- shall not be altered, cancelled or allowed to expire or lapse without thirty (30) days' prior written notice to the Board.

Within seven (7) days of notice, the Successful Qualified Respondent(s) shall submit to the Board a certificates of insurance, satisfactory to the Board.

The Respondent(s) must carry Commercial General Liability (CGL) Insurance in the amount of not less than **\$ 5,000,000** per occurrence including professional and/or malpractice coverage, which must be evidenced on the certificate of insurance. A combination of CGL and Umbrella policies is permitted.

## INSTRUCTIONS TO RESPONDENTS

All insurance maintained by the successful Qualified Respondent(s) will be primary and will not call into contribution any insurance maintained by the Board. Qualified Respondent(s) will be entirely responsible for the payment of any deductibles.

### 46. CONFIDENTIALITY AND MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All information provided by or obtained from the Board in connection with this RFSQ is the sole property of the Board and must be treated as confidential. Such information is not to be used for any purpose other than responding to this RFSQ. Upon conclusion of this RFSQ, Respondent(s), if requested by the Board, agree to return to the Board all information provided by the Board or obtained by the Respondent(s) within this RFSQ.

By submitting a Submission, Respondent(s) acknowledge that the contents of their Submissions will be disclosed, on a confidential basis, to the Evaluation Team and may be disclosed to members of the board of trustees of the Board and to the Board's staff and advisors for the purpose of evaluating or participating in the evaluation of the Submissions. The Board will use reasonable efforts to protect sensitive and confidential information provided by the Respondent(s) (the "**Confidential Material**"), however, the Board accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the Board, its advisors, agents, staff, board of trustees, or any other person associated with the Board may have been negligent with respect to such disclosure.

Information provided in the Submissions may be presented at public meetings of the board of trustees of the Board and may be disclosed to the public. In addition, the Board may be required to disclose parts or all of a Submission pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation. By submitting a Submission each Respondent(s) agrees to such disclosure and releases the Board from any liability for the same.

### 47. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Supplier shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations there under with regard to the provision of its goods or Service to persons with disabilities. The Supplier acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or Service through its procurement process, consider the accessibility for persons with disabilities to such goods or Service. This legislation can be accessed through the following link to the Government of Ontario's website:

[http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm)

### 48. CRIMINAL RECORD CHECK / VULNERABLE SECTOR SCREENINGS AND ANNUAL DECLARATIONS

The Respondent(s) covenants and agrees that it will not engage any employee or Subcontractor who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or Subcontractor has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of each of the Board. For the purposes of this Arrangement, the Board shall determine in its sole and unfettered discretion whether an employee of the Respondent(s) may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Respondent(s) covenants and agrees to retain on file at its branch or head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges and occurrences which would be revealed by the long version

## INSTRUCTIONS TO RESPONDENTS

Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre (collectively referred to as “Criminal Background Check” and “Vulnerable Persons search”), together with an Offence Declaration in a Board approved form for every employee or Subcontractor of the Respondent(s) who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and no less than 5 business days before the first day of school in September each year thereafter with respect to Offence Declarations.

The Respondent(s) will ensure Criminal Background Checks with Vulnerable Persons search, as described above, **will be conducted at a minimum of every three (3) years for all employees** identified above. **Offence Declarations will be completed annually on years where a Criminal Background Checks with Vulnerable Persons search are not conducted.** Updated and most current records will be retained on file at the Respondent(s)'s branch or head office.

The Respondent(s) agrees to indemnify and save harmless the Board from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Respondent(s) engaging an employee or Subcontractor in contravention of this Arrangement above; or the Respondent(s)'s failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Arrangement. In addition to and notwithstanding anything else herein contained, if the Respondent(s): engages an employee or Subcontractor in contravention of this Arrangement, or fails to retain a Criminal Background Check and an Offence Declaration for any employee or Subcontractor of the Respondent(s) who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and no less than 5 business days before the first day of school in September each year thereafter with respect to Offence Declarations, then the Board will have the right to immediately terminate this Arrangement without prejudice to any other rights which it may have in this Arrangement, in law or in equity.

**The Board or their designate shall be entitled to attend at the branch or head office of the Respondent(s) for the purposes of reviewing the Criminal Background Checks, Vulnerable Persons search and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Board will attend to such reviews at least twice per annum during the Term, and any renewal thereof.**

In the event that either the Criminal Background Check, Vulnerable Persons search, or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Board in the circumstances and in its sole and unfettered discretion, then the Board will have the right to request that the Respondent(s) prohibit the employee or Subcontractor of the Respondent(s) from providing services to the Board hereunder. Upon such request, the Respondent(s) will forthwith effect such removal, without prejudice to any other rights which the Board may have in this Arrangement, in law or in equity.

**END OF INSTRUCTIONS TO RESPONDENT(S)**

## SCHEDULE 1 – SCOPE OF SERVICE

### 49. PURPOSE

Simcoe County District School Board is accepting proposals for “professionals” who will provide one or more of the following types of assessments the students of our Board requiring such service(s):

**Submission Note: Please input the information requested below in the Specifications Table in BidsandTenders.ca.**

- Psychoeducational Assessment (PA)  
 Risk Assessment (RA)

Respondent(s) are not required to submit pricing to perform all two (2) Assessments. Respondents may submit for only one (1) or more of the possible Assessments, if this is the preference.

The objective of this Pre-qualification process is to provide high quality Psychological Assessments to assist in the development of student learner profiles to support programming to enhance student achievement and well-being.

This Pre-qualification will establish a list of professionals who are capable of providing quality Psychological Assessments to the students of Simcoe County District School Board who have been identified as in need of an Assessment.

Please be informed that mere Pre-qualification will not impose any obligation on Simcoe County District School Board to actually call upon any pre-qualified Respondent(s) to perform any service.

The intent is that the Board will select all qualified Respondents to perform the services described herein. The Board reserves the right to increase/decrease this number if it is in the best interest of the Board.

### 50. GEOGRAPHY

Our Board consists of 87 elementary and 14 secondary schools dotted throughout 4,800 square kilometers in Simcoe County. This south-central Ontario setting bordered by the Holland Marsh in the south, the Trent-Severn Waterway in the east, Blue Mountain in the west and Muskoka in the north is known for its friendly mix of urban and rural communities and superb natural recreational facilities.

The following link outlines the elementary and secondary schools and their locations:

<https://www.scdsb.on.ca/Schools/Pages/Schools.aspx>

### 51. REPORTS

**Submission Note: Please combine your sample reports into one PDF document and upload in the requested area on Bidsandtenders.ca.**

Psychoeducational Assessment (PA) - Two (2) sample Assessment Reports are required for review with submission for Respondents applying to deliver PA's.

Risk Assessment (RA) - Two (2) sample Assessment Reports are required for review with submission for Respondents applying to deliver and RA's.

Failure to provide required reports will result in Respondent(s) being removed from further consideration in this process.

## SCHEDULE 1 – SCOPE OF SERVICE

Respondents are required to reference the Wechsler Intelligence Scale for Children-V (WISC-V) in their sample reports.

Sample reports will be evaluated based on the Boards standards, expectations and requirements as described within this document.

### 52. PERSONNEL DELIVERING ASSESSMENTS

The Board's **preference** is to establish a VOR List consisting of Registered Psychologists or Psychological Associates who will administer the assessment procedure themselves. Should there be an insufficient number of qualified Psychologists or Psychological Associates who will administer the procedures themselves, consideration will be given to submissions where Psychologists or Psychological Associates utilize non-registered psychological services personnel to administer assessment procedures and perform other appropriate duties.

Respondent(s) are required to select, by clicking on the boxes below, the services being proposed and bid on and indicate if services will be delivered by Registered Psychologists or Psychological Associates or by Psychologists or Psychological Associates utilizing non-registered personnel to administer assessment procedures.

**Submission Note: Please input the information requested below in the Specifications Table in BidsandTenders.ca.**

**Psychoeducational Assessment (PA)**

Service will be delivered by:

Registered Psychologists or Psychological Associates

or  Registered Psychologists or Psychological Associates utilizing non-registered personnel

**Risk Assessment (RA)**

Service will be delivered by:

Registered Psychologists or Psychological Associates

or  Registered Psychologists or Psychological Associates utilizing non-registered personnel

## SCHEDULE 2 – REFERRAL AND CONSENT REQUIREMENTS

### 53. INFORMED CONSENT

Respondent(s), hereby referred to as the “PSP” will be required to follow the preceding guidelines with respect to obtaining student referrals and obtaining consent despite the particular assessment type they propose to provide.

- 53.1. The PSP will receive a Referral to an External PSP (See Referral to External Psychological Service Provider SAMPLE document), by way of an electronic encrypted PDF file sent via email, from a representative of the Board verifying the authorized service.
- 53.2. After receiving the Referral to an External PSP the PSP will attempt to establish contact by telephone with the parent or guardian of the student or adult student within three (3) business days of receiving the referral.
- 53.3. If the parent or guardian of the student or adult student cannot be reached within two (2) weeks of receipt of referral, the PSP shall contact the school representative indicated on the Referral to an External PSP by e-mail or phone and verify that there has been an unforeseen delay. In these situations the PSP may request that the designated school representative make contact with the parent or guardian of the student or adult student to provide the PSP’s contact information and request parent or guardian of the student or adult student make contact with the PSP directly.
- 53.4. After receiving the Referral to an External PSP the PSP will obtain written informed consent. The PSP will provide a copy of the written informed consent to the school representative for inclusion in the Ontario Student Record.
- 53.5. The PSP will also provide the parent or guardian or adult student with his/her contact information and advise the parent or guardian or adult student they can be available during regular business hours to respond to any questions or concerns. If the PSP who obtains informed consent is not registered, he or she will provide the name and number of the Registered PSP supervising the assessment.
- 53.6. The Board’s **preference** is that Informed consent be obtained by a Registered PSP; however consideration will be given to Respondent(s) who supervise individuals who obtain informed consent.

## **SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)**

### **54. ASSESSMENT PROCESS (PA)**

- 54.1. PSP receives referral from SCDSB support staff.
- 54.2. If needed, PSP contacts School Representative to clarify referral question to support planning.
- 54.3. PSP obtains verbal informed consent from parent, guardian or adult student. Consent is for the assessment itself as well as communication between the PSP and relevant school personnel. PSP confirms if he or she is registered and, if not, who the Registered PSP is who is supervising assessment as well as their contact information.
- 54.4. PSP sends parent, guardian or adult student Background History Questionnaire and other relevant rating scales to parent, guardian or adult student and requests that they be completed prior to scheduled face-to-face meeting at school or other agreed upon venue.
- 54.5. PSP sends a School Questionnaire (their own or one provided by board) and relevant rating scales to school personnel most familiar with students learner profile and requests that they be completed prior to school visit.
- 54.6. PSP meets parent, guardian or adult student at school, obtains written consent (provides a copy for parent and school staff for placement in Ontario Student Record - OSR) and reviews contents from Background History Questionnaire and other rating scales with parent, guardian or adult student where applicable.
- 54.7. PSP meets school personnel most familiar with students learner profile, reviews content School Questionnaire and other rating scales where appropriate.
- 54.8. PSP conducts an OSR review. PSP is permitted to photocopy select contents providing they have obtained consent to do so from parent, guardian or adult student.
- 54.9. PSP observes and describes student behaviour during the assessment.
- 54.10. PSP interviews students.
- 54.11. PSP administers psychometric tests.
- 54.12. PSP administers additional questionnaires and rating scales based on test results when appropriate.
- 54.13. PSP completes the assessment report.
- 54.14. Registered PSP communicates diagnoses to parent, guardian or adult student in real-time (telephone conference, teleconference or in-person) before diagnoses is shared with school personnel.
- 54.15. Feedback session consisting of PSP, relevant school staff and parent, guardian or adult student is held. Parent, guardian or adult student and school personnel receive a copy of the assessment report at the same time.
- 54.16. If one or more diagnosis has been communicated to the parent or guardian of student or adult student AND the parent or guardian of student or adult student do not avail themselves to attend the formal feedback session in a timely manner, the PSP shall send two (2) copies of the Assessment Report to the parent or guardian of student or adult student by registered mail and will

### **SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)**

advise the parent or guardian of student or adult student to send the second (2nd) copy of the Report to the school for their reference and files.

- 54.17. In the event the parent or guardian or adult student do not avail themselves to the communication of the diagnosis OR scheduled feedback session, the PSP shall send two (2) copies of the Assessment Report to the parent or guardian of student or adult student by registered mail and will advise the parent or guardian of student or adult student to send the second (2nd) copy of the Report to the school for their reference and files.
- 54.18. For quality assurance purposes successful Respondent(s) will e-mail every third assessment report to the Senior Psychologist of the SCDSB for review. The assessment report will be encrypted, password protected and all identifying information will be deleted. The board reserves the right to suspend or discontinue this practice, should consistently high standards be observed.
- 54.19. While the PSP can send questionnaires and/or rating scales to the school and to the parent, guardian or adult student in advance of the first scheduled testing session, the PSP will not send parent or guardian questionnaires and rating scales to school staff for distribution to the of guardian or adult student.

#### **55. TIMELINES**

The PSP shall make best efforts to schedule an initial visit to the school to occur within three (3) weeks of obtaining (verbal) consent unless parent or guardian of student or adult student is unable to arrange to meet PSP within the three (3) week period. If there is an unforeseen delay the PSP will contact the school representative advising them of the delay.

The PSP will engage in a reasonable amount of further discussion and correspondence with the Board's Senior Psychologist and special education administrative personnel for the purpose of monitoring, evaluating and adjusting the administrative and reporting format.

The PSP will alert Board Administrative Staff as to the date of the scheduled feedback session.

The PSP must contact the parent or guardian of student or adult student and school representative within one (1) week of completing assessment procedures to schedule a feedback session at the school. If there is an unforeseen delay the PSP will connect with the school contact and advise them of the delay.

The feedback session at the school must occur within three (3) weeks of completing assessment procedures unless parent or guardian of student or adult student or school personnel cannot attend the proposed feedback session. In that circumstance, the PSP will arrange for a feedback session at a time that is mutually convenient to the PSP, school staff and parent or guardian of student or adult student.

#### **56. SUBSTANTIAL COMPLETION (PA)**

An assessment will be deemed to be completed for payment purposes

- 56.1. After the PSP conducts their assessment feedback session and delivers an assessment report to the parent or guardian or adult student and school staff and has confirmed same with Board designate by way of confirmatory email, or
- 56.2. The requirements of Article 54.13.
- 56.3. The requirements of Article 54.14 have been met, or



## SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)

- 56.4. The requirements of Article 54.15 have been met, or,
- 56.5. When a parent or guardian of a student or adult student rescinds consent to participate in an assessment or discontinues contact with the PSP, the respondent is entitled to submit an invoice based on an estimate of the percentage of serviced offered multiplied by cost of assessment.

Invoices will be sent to the Board's Senior Psychologist or designate when the assessment is deemed complete for approval of payment.

The Respondent understands that school staff will complete a Psychoeducational Assessment Initial Survey questionnaire immediately following the feedback session (See Psycho-Educational Assessment Initial Survey SAMPLE document upload) and a four (4)-month follow-up Psychoeducational Assessment Follow-up Survey questionnaire (See Psycho-Educational Assessment Follow-up Survey SAMPLE document upload) to support program development and quality assurance.

### 57. CONTENT – PSYCHOEDUCATIONAL ASSESSMENTS

Psychoeducational Assessments (PA's) are sufficiently comprehensive to determine if a learning disability, intellectual disability or mental disorder is present. PA's must include information concerning home language usage, medical, developmental, psycho-social, and family history. PA's include an educational history with reference to remedial and special educational services, special class placements or other support that has been provided. If the student is on an Individual Education Plan, the PSP will verify the grade levels the curriculum is modified at as well as other modifications. Reference to other professional evaluations and services (e.g. speech and language, occupational therapy, social work, educational, medical and psychiatric) is expected.

Behavioural observations of the student and a statement regarding the validity of the assessment procedures are also required. As well, the PSP will report relevant information shared by the student from their interview with the PSP.

Assessment of intelligence and psychological processing are standard: except in the case of the latter when a diagnosis of Intellectual Disability emerges. The PSP will use the Wechsler Intelligence Scale for Children-V (WISC-5) or equivalent where appropriate as a measure of intellectual ability with its primary indexes reflecting various psychological processes. Additional psychological processing measures that reflect attention and memory, phonological processing, perceptual-motor or visual-motor integration will also be administered where a Learning Disability is contemplated. Either testing measures or rating scales related to executive functioning will be obtained when a Learning Disability or mental disorder is being contemplated. Preference will be given to submissions that include graphic and/or tabular representations of WISC-5 indexes or equivalent and other psychological processing measures.

The WIAT-III will be administered in its entirety unless indicated otherwise. Preference will be given to submissions that include graphic and tabular representations of WIAT-III scores.

Behavioural-Emotional functioning is screened during Background History taking from the parent and school history from school staff. If there is a history of, or concerns about, behavioural-emotional functioning, school, parent, guardian or adult student and where appropriate, student, rating scales are administered.

In cases where students display evidence of intellectual impairment, assessment of adaptive behaviour is required.

Assessment Reports must include a summary or formulation section that explains how the PSP arrives at the diagnoses followed by a listing of Strengths and Needs under the heading Classroom Implications.

## SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)

Assessment Reports will have a Recommendation Section that includes suggestions for programming related to literacy, numeracy and, where appropriate, alternative programs associated with self-regulation, social skills and safety planning. Where a Learning Disability is diagnosed, relevant recommendations that address instructional, environmental and assessment interventions associated with specific psychological processing deficits is required. (See ProcessingSkillsChart.pdf document upload.)

### 58. INTERPRETIVE METHODOLOGY GUIDELINES FOR PSYCHOEDUCATIONAL ASSESSMENTS

In an effort to ensure consistency in Psychoeducational Assessment Reports at the Board, and notwithstanding clinical judgement, the PSP will pattern their assessments and associated reports after the Association of Chief Psychologist with Ontario School Boards (ACPOSB), recommended guidelines for the diagnosis of children with Learning Disabilities which can be accessed by way of the following link,

<http://www.acposb.on.ca/s/Recommended-Guidelines-for-the-Diagnosis-of-Children-with-Learning-Disabilities-Sept2017.pdf>

It is understood that although these guidelines are intended to support diagnosis of a Learning Disability, the format is equally useful as a tool for identifying concurrent disorders and ruling out Learning Disabilities when other disorders or explanations better account for the learner profile.

Where a diagnosis of Learning Disability is rendered, the PSP will select suitable strategies associated with specific psychological processing deficits by reviewing instructional, environmental and assessment strategies from Understanding Learning Disabilities – How Processing Affects Learning, produced by York Region District School Board (see ProcessingSkillsChart.pdf document upload). Specific recommendations regarding interventions related directly to reading, writing, mathematics, oral language, social interaction and learning skills and work habits are also expected where indicated. All recommendations must be evidence informed.

In cases where a student does not meet the ACPOSB documentation guidelines for diagnosis of a Learning Disability, and the student does not have an Intellectual Disability but does display below average intellectual ability, the PSP may diagnose one or more Specific Learning Disorders with a severity specifier or Borderline Intellectual Functioning from the DSM-5 where appropriate.

The formulation section must also be aligned with Ministry of Education Policy and Procedure Memorandum #8 (See MOE-PolicyProgramMemoNo8.pdf document upload).

#### Intellectual Disability

If the examinee's best estimate of intellectual functioning falls at 75 or lower, the PSP will administer the ABAS-II or equivalent and if there is at least one area of adaptive behaviour (conceptual, social or practical), that falls at or below 75, the Regulated PSP will consider a diagnosis of Intellectual Disability with the level of severity being determined by reference to DSM-5 guidelines providing onset is during the developmental period. Depending on presentation, the Regulated PSP will consider the appropriateness of rendering a diagnosis of Global Developmental Delay or Unspecified Intellectual Disability (Intellectual Developmental Disorder) as per DSM-5 diagnostic guidelines.

#### Autism Spectrum Disorder

If, in the course of reviewing the presenting problem and/or during the OSR review, or assessment itself, symptoms suggestive of Autism Spectrum Disorder (ASD) are apparent, the PSP will collect sufficient information by way of additional procedures associated with ASD including, but not limited to, one or more of the following: the Autism Diagnostic Observation Scale (ADOS), the Child Autism Rating Scale (CARS) or the Gilliam Autism Rating Scale (GARS) to permit the Regulated PSP to render a diagnosis if one is present with associated specifiers as per DSM -5. Recommendations must include specific reference to instructional strategies including accommodations and program modifications where applicable (i.e. fine or

## SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)

gross motor, social-skills, and self-regulation). Recommendations will be based on the following student needs: sensory and biological needs, reinforcers, visual and tactile support, task demands and skill development to ensure consistency with the SCDSB's model of supporting students with ASD.

### Mental Health Disorders

The PSP will engage in sufficient assessment practices to diagnosis one or more mental health disorders if present.

Where intake information identifies behavioural-emotional issues or should such issues become apparent during the course of the assessment, the PSP will administer one or more social-emotional rating scales to the student (where appropriate), the parent or guardian of student, and school staff most familiar with the student to support assessment for the presence of one or more mental health disorders. Such disorders may include but would not be limited to one or more of: Depressive Disorders, Anxiety disorders, Obsessive-Compulsive and Related Disorders, Trauma -and Stressor-Related Disorders and Disruptive, Impulse-Control, and Conduct Disorders. It is understood that diagnosis of a mental health disorder is not solely based on rating scale profiles but corroborating information, observations and other DSM -5 criteria.

### **59. GENERAL CONSIDERATIONS**

When a condition is present but not all criteria of a specific diagnosis are present, the PSP may use the “unspecified” qualifier as per DSM-5 provisions. Although an accurate and specific diagnosis is preferred, in exceptional cases where diagnostic clarity cannot be reasonably obtained within the parameters of the psycho-educational assessment, the PSP may “defer” a particular diagnosis or indicate a particular diagnosis is “provisional” and where appropriate, recommend psychiatric consultation for further assessment.

Diagnose(s) are documented in the form of clear diagnostic statement(s).

PSPs are expected to provide evidence-informed programming and instructional strategies to address areas of strength and need in relation to: literacy, numeracy as well as alternate programming such as social skills and self-regulation. Suggestions for behaviour and safety planning, based on assessed learner profile, are also expected where indicated.

The PSP should focus on defining the interventions needed to support at student's achievement and well-being.

If the student has one or more mental disorders, judgments regarding the necessity of treatment are expected. This may vary from “may benefit” to “would benefit” from treatment or intervention. If the severity of the mental disorder(s) is such that failure to access treatment would imperil physical or mental health, the PSP is expected to confirm that treatment “is required” and provide a comment regarding urgency. PSPs are expected to recommend evidence-informed treatment regimens that correspond to the student's condition(s) and capacity.

If the PSP confirms that sufficient training and practice of specific assistive devices has taken place for the determination of their utility has occurred prior to the assessment, and that such assistive devices are essential to access the curriculum, the PSP will attest to this finding and make the appropriate recommendations for Special Equipment Allotment (SEA).

If assessment results indicate that assistive devices “might be indicated” the PSP is expected to recommend a trial of assistive devices that includes sufficient training and practice to determine the necessity of such devices as a means of accessing the curriculum. As well, the PSP will recommend that school board Speech and Language Service Personnel will be consulted after such a trial when the

### **SCHEDULE 3 – PSYCHOEDUCATIONAL ASSESSMENT (PA)**

functional impairment is communication or language-based or a Board PSP when the functional impairment is non-language based to determine if assistive devices are essential.

The PSP will address interventions that support constructive transitions the student is, or will be facing, in the school system to ensure board alignment with Policy and Procedural Memorandum 156 – Supporting Transition for students with Special Education Needs (see MOE-PolicyProgramMemoNo156.pdf document upload).

PSPs will not make specific recommendations regarding the appropriateness of “Identification of Exceptionality” as such determinations are made by Identification, Review and Placement Committees (IPRCs) comprised by educators.

## **SCHEDULE 4 - RISK ASSESSMENT (RA)**

### **60. ASSESSMENT PROCESS (RA)**

Students who have behaved in ways that imperil their safety or the safety of others may require a Risk Assessment (RA).

PSP follow College of Psychologist's standards for obtaining informed consent which will include reference to the assessment process.

- 60.1. The PSP may photocopy relevant documents from the Ontario Student Record (OSR).
- 60.2. The PSP may contact school representative to clarify presenting problem and purpose of assessment prior to obtaining informed consent to ensure consent is fully informed.
- 60.3. When the PSP is not registered, he or she will advise school personnel of same and provide the name of the Registered PSP supervising the assessment and confirm they are available to discuss process issues related to the assessments.
- 60.4. The PSP will also confirm which if any questionnaires or rating scales will be sent to the school in advance so that they are completed prior to the scheduled assessment date(s).
- 60.5. Should one or more diagnoses be rendered, the PSP will verbally communicate the diagnosis or diagnoses to the parent or guardian or adult student.
- 60.6. Following this communication the PSP will schedule a formal feedback session to be held at the school.
- 60.7. A copy of the Report will be provided to applicable school personnel and parent or guardian or adult student at the time of the scheduled formal feedback session held at the school.
- 60.8. If one or more diagnosis has been communicated to the parent or guardian of student or adult student AND the parent or guardian of student or adult student do not avail themselves to attend the formal feedback session in a timely manner, the PSP shall send two (2) copies of the Assessment Report to the parent or guardian of student or adult student by registered mail and will advise the parent or guardian of student or adult student to send the second (2nd) copy of the Report to the school for their reference and files.
- 60.9. In the event the parent or guardian or adult student do not avail themselves to the communication of the diagnosis OR scheduled feedback session, the PSP shall send two (2) copies of the Assessment Report to the parent or guardian of student or adult student by registered mail and will advise the parent or guardian of student or adult student to send the second (2nd) copy of the Report to the school for their reference and files.

For quality assurance purposes successful Respondent(s) will send an encrypted, password protected copy of the Assessment Report, via email, with all identifying information deleted to the Senior Psychologist of the SCDSB.

Upon receiving verbal informed consent from the parent or guardian of student or adult student, the PSP will make contact with school representative and provide contact information and verify that if school staff has any questions or concerns regarding the assessment process that they can connect with the PSP any time to address such concerns or questions.

The PSP shall make best efforts to schedule an initial visit to the school to occur within two (2) weeks of obtaining (verbal) consent unless parent or guardian of student or adult student is unable to arrange to

## **SCHEDULE 4 – RISK ASSESSMENT (RA)**

meet PSP within the two (2) week period. If there is an unforeseen delay the PSP will contact the school representative advising them of the delay.

While the PSP can send questionnaires and/or rating scales to the school and to the parent or guardian in advance of the first scheduled testing session, the PSP will not send parent or guardian questionnaires and rating scales to the school for distribution to the of adult student or adult student. The PSP may photocopy portions of the OSR providing they have advised parent or guardians they would be doing so during informed consent procedures.

The PSP will engage in a reasonable amount of further discussion and correspondence with the Board's Senior Psychologist and special education administrative personnel for the purpose of monitoring, evaluating and adjusting the administrative and reporting format.

Aside from the OSR review and testing procedures, the PSP will meet with the parent or guardian of student or adult student to review student's personal history and content from questionnaires or rating scales that have diagnostic relevance. The PSP will meet with at least one school representative, he or she best equipped to comment on student's learner profile to clarify pertinent content from the OSR, questionnaires or rating scales and reaffirm purpose of assessment.

PSPs will secure written informed consent prior to arriving at school or, during their mandatory face-to-face meeting with parent or guardian of student or adult student at school and obtain signed informed consent at school prior to implementing assessment procedures. The PSP will provide a copy of the signed informed consent to the school contact for placement in the Ontario Student Record (OSR) in accordance with the Education Act.

The PSP must contact the parent or guardian of student or adult student and school representative within one (1) week of completing assessment procedures to schedule a feedback session at the school. If there is an unforeseen delay the PSP will connect with the school contact and advise them of the delay.

The feedback session at the school must occur within three (3) weeks of completing assessment procedures unless parent or guardian of student or adult student or school personnel cannot attend the proposed feedback session. In that circumstance, the PSP will arrange for a feedback session at a time that is mutually convenient to the PSP, school personnel and parent or guardian of student or adult student.

### **61. SUBSTANTIAL COMPLETION (RA)**

An assessment will be deemed to be completed for payment purposes

- 61.1. After the PSP conducts their assessment feedback session and delivers an assessment report to the parent or guardian or adult student and school staff and has confirmed same with Board designate by way of confirmatory email, or
- 61.2. The requirements of Article 60.8 have been met, or
- 61.3. The requirements of Article 60.9 have been met, or,
- 61.4. When a parent or guardian of a student or adult student rescinds consent to participate in an assessment at which point the respondent is entitled to submit an invoice based an estimate of the percentage of serviced offered multiplied by cost of assessment.

Invoices will be sent to the Board's Senior Psychologist or designate when the assessment is deemed complete for approval of payment.

### **62. CONTENT – RISK ASSESSMENT**

## SCHEDULE 4 – RISK ASSESSMENT (RA)

A RA requires a thorough background history including developmental, psycho-social, medical (including mental health), educational and family history. The background history must include reference to any cognitive or learning problems, behaviour or conduct problems as well as extracurricular activities, interests or talents and community involvement (i.e. work, sports). To support a RA, the clinician must make every effort to collect information from the student themselves, parent or guardians (guardians), school personnel, CAS (if relevant), corrections and/or law enforcement, social services, mental health agencies. Where indicated, the clinician is expected to review on-line social networks the student has been involved in to support the RA.

The PSP is expected to administer the WISC-V to assess intellectual capacity given its bearing on risk. If the FSIQ or GAI is 75 or less, the PSP is expected to administer a measure of adaptive functioning to determine if the student meets criteria for Intellectual Disability. If the student's FSIQ or GAI or intellectual estimate is in the average range and there is a history of below average academic achievement as revealed in the OSR review, the PSP is expected to administer assessments associated with establishing conditions that affect learning – whether they be Learning Disability, Learning Disorder or Intellectual Disability.

Unless otherwise indicated, consents for consultation should be bilateral to support risk management recommendations among those involved with the child or youth.

In addition to standard clinical interviewing and assessment methods preferred by the PSP, it is expected they will also use a structured clinical judgment risk assessment tool (i.e. Structured Assessment of Violence Risk in Youth – SAVRY or Early Assessment Risk List for Boys or Girls – EARI-21B or 21G) appropriate for the presenting concerns.

PSP will provide a written report that documents risk and provides guidelines for risk management and reduced risk in the future.

The reports states:

- The level of probability of the behavior occurring (e.g. low, medium, high for example)
- That a specific type of violent behavior(s) may occur (e.g. hit, kick, etc.)
- With certain types of targets of violence (e.g. younger peers, female authority figures, strangers, family members, etc.)
- In particular types of circumstances (e.g. when teased, told to comply, etc.)

The report should also document strengths as well as needs, static, or historical factors that underlie the level of risk, as well as the more dynamic factors that cause elevated risks, and whatever is known about responsiveness to intervention.

The PSP must provide a risk management plan that mitigates risk to an acceptable level. The plan details interventions that reduce risk in general and provide suggestions for the development of a school safety plan in particular. Should the student require supervision to ensure safety, specifics regarding extent of supervision are expected. The PSP should also address indicators or criterion that school personnel can reference when relaxing supervision. The plan must, identify who should do what i.e. provide specific recommendations to be implemented by the school, family, doctor or therapist if involved, and student if appropriate. The latter is appropriate for older students, unless there is a problem with capacity.

In some cases a RA alone will reference previous diagnoses or result in the diagnosis of one or more mental or psychiatric conditions. Regardless, the PSP is expected to comment on the necessity of a treatment regimen. This may vary from “no treatment “is indicated to “may benefit” to “would benefit” from treatment or intervention. If the severity of the Behavioural-emotional challenges or mental or psychiatric disorder(s) is such that failure to access treatment would imperil physical or mental health, the PSP is expected to confirm that treatment “is required” and provide a comment regarding urgency. PSPs are expected to recommend evidence-informed treatment regimens that correspond to the student's condition(s) and capacity.

## SCHEDULE 5 – ASSESSMENT RATE SHEET

**Submission Note:** Please input the information requested below in the Pricing Table in BidsandTenders.ca.

The Board requires a flat rate fee per Assessment below.

Respondent(s) are not required to submit pricing to perform both types of Assessments. Respondents may submit for only one (1) or more of the possible Assessments sub-types, if this is their preference.

Fees shall remain firm for the duration of the [Term of Arrangement](#).

The number of Assessments provided below is for informational purposes only, based on estimates from the previous year, and are furnished without any liability to the Board. Subsequently the Board is [not obligated to proceed](#) with subsequent projects or to award work to any Respondent placed on VOR List.

Respondent(s) are required to enter their flat fee rate per sub-assessment type being proposed.

Assessment	Estimated No. of Assessments (annually)	Flat Fee Per Assessment
Psycho-educational Assessment (PA)	85-135	\$
Risk Assessment (RA)	10	\$



## APPENDIX C – REFERENCES

Provide three (3) references, preferably from Ontario School Boards and/or other relevant agencies or organizations who have obtained similar Service from the Respondent(s) in the last three (3) years as those requested in this Pre-Qualification.

***Formal placement on resulting VOR List will be dependent upon favourable reference checks, if required, at the discretion of the Board.***

**Submission Note:** Please input the information requested below in the “References” Table in BidsandTenders.ca.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Contract:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Contract:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Contract:	

## EXHIBIT A - PAYMENT TERMS

### PAYMENT TERMS

The Respondent(s) shall be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payments of Service. The necessary information is a void cheque (if possible) with an e-mail address for the deposit notification to be sent to SCDSB, or, the following information in writing:

institution numbers  
institution transit number  
institution account number  
e-mail address for deposit notification purpose

Invoices should be received at the Education Centre within one (1) month of service completion; there should be one invoice per order; each invoice **must** include:

Purchase Order number  
Name of School/Location  
Name of Student receiving service  
Description of services completed  
Applicable Taxes

The Board's fiscal year end is August 31<sup>st</sup> of each year. It is the Respondent's responsibility to ensure that all invoicing for services completed is forwarded to the Board/school for payment, well prior to this date. Failure to do so may result in payment delays.

The HST amount must be shown separately at the bottom of each application for payment. The Respondent's HST Registration Number must be shown on each invoice.

Payments to suppliers will be made via electronic funds transfers (EFT) with payment notification being sent via email address provided. A copy of void cheque may be requested for new vendors.

The fees for Service completed prior to the execution of this Arrangement are included in the Service and are not considered additional Service.

No payment by the Board shall constitute an acceptance of any portion of the Service which is not in accordance with the requirements of this Arrangement.