APPENDIX B4

STATEMEMENT OF WORK

CONTRACTOR'S PERSONNEL ACCOMPANYING THE CANADIAN FORCES ON MISSIONS

DRAFT

1. INTRODUCTION

1.1. Aim

1.1.1 This document provides conditions, requirements, and guidance with respect to the Contractor personnel accompanying the Canadian Armed Forces (CAF) in support of deployed operations.

1.2. References

1.2.1 The following documents and publications provide additional information regarding directions provided in this document:

a) Canadian Forces Administrative Orders (CAFAOs);
b) Defence Administrative Orders and Directive (DAOD) 5019-1;
c) National Defence Act (NDA);
d) Canadian Forces Code of Service Discipline;
e) Queens Regulations and Orders (QR&Os);
f) National Defence Security Policy – Chapter 44; and
g) A-GG-040-001/AG-001 – General Safety Program.

1.3. Definitions

1.3.1 Contractor personnel – employees of the Contractor or employees of a sub-Contractor to the Contractor. These personnel may be Canadian Citizens, permanent residents of Canada, expatriate foreign nationals, or Locally Engaged Employees (LEEs).

1.3.2 Locally Engaged Employees (LEEs) - workers who are engaged by either the Contractor or any sub-Contractor and who normally reside in the country/countries in which the services supplied by the Contractor are being performed.

2. PRE-DEPLOYMENT SCREENING

2.1. Information Requirement

2.1.1 To enable the Contractor to inform Contractor personnel prior to deployment, the CAF will advise the Contractor of the laws applicable in theatre and the surrounding area, security issues, lifestyle expectations, and known or reasonably foreseeable health or safety hazards applicable to the specific theatre. The Contractor will receive updates as and when required.

2.1.2 The Contractor must brief Contractor personnel as necessary regarding the potential dangers, stresses, physical hardships and field living conditions.

2.2. Medical, Dental and Physical Fitness

2.2.1 In order to mitigate the risk associated with the provision of medical and dental care to Contractor personnel, beyond the emergency level, the Contractor must provide pre-deployment health screenings and immunizations. The screenings must include a medical screening, a dental screening, and appropriate preventive and corrective

measures for each person to be deployed. The CAF may assist the Contractor's health providers in this task by providing the Contractor with unclassified publications used to assist in the screening of the CAF members on deployment.

2.2.2 Additional details on medical and dental screening and Health Services (HS) are found further on in this document.

2.3. Passport, VISA, Work Permit, Borders and Customs

2.3.1 The Contractor must ensure that all passports, visas and other documentation necessary for Contractor personnel and materiel for transit to/from and to enter and exit the theatre of operations are obtained prior to deployment and remain valid and in effect at all times during the deployment.

2.4. Personal Relationships and Fraternization

2.4.1 Defence Administrative Orders and Directives (DAOD) 5019-1 sets forth the policy concerning personal relationship and fraternization that applies to CAF members. For the purpose of maintaining the operational effectiveness and ensuring a continued high state of security, cohesion, discipline and morale, the objectives and principles described in DAOD 5019-1 must apply to Contractor personnel.

2.4.2 The co-location of individuals in a personal relationship in an operational theatre may place an unnecessary burden on the CAF contingent administration and may also impact personnel morale and unit integrity. Contractor personnel should not be in a personal relationship with personnel (military or civilian) deployed in the same theatre. Should special considerations warrant the deployment of an individual under these circumstances, Contractor personnel who are in a personal relationship will not be entitled to any special status or special considerations. The Contractor must inform Canada of such an issue prior to deployment of affected Contractor personnel.

2.5. CAF Rights Regarding Deployment of Contractor Personnel

2.5.1 For reasons of security, discipline, morale, unit integrity, international relations, or any other reason whatsoever, the CAF retains the sole right and discretion to veto the deployment of any Contractor personnel and/or to require any Contractor personnel to be removed from the theatre. The CAF is not required to disclose its reasons for doing so.

3. TRAINING

3.1. General

3.1.1 Contractor personnel who are to deploy in support of the CAF must be prepared for the risks and requirements associated with the operational deployment. To prepare the personnel both as an individual and as part of a support team, the Contractor must ensure that all employees receive, prior to deployment, the appropriate pre-deployment training and briefings. While the Contractor must provide general awareness training, the CAF will provide Contractor personnel with general military and theatre-specific briefings as well as training on certain security and protection subjects. The Contractor must ensure

that refresher training specified for certain general and military courses is provided to its in-theatre employees. The Contractor must responsible to ensure its employees receive the required training before deployment.

3.2. Pre-Deployment Training (PDT)

3.2.1 Prior to deployment, the Contractor personnel must successfully complete any and all general military and theatre-specific training and briefings on certain security and protection subjects as deemed necessary by the CA. All Pre-Deployment Training (PDT) must be delivered to deploying Contractor personnel before they arrive in-theatre. The TA will determine the extent and effective currency of the PDT and briefings required for Contractor personnel. The CA, TA and the Contractor must coordinate the location and means by which the CAF delivered PDT will be performed. All PDT and briefings must be recorded on individual personal records that will be maintained by the Contractor and, when requested, provided to the TA.

3.3. Contractor-Delivered PDT

3.3.1 The Contractor must deliver mission specific PDT. The following list constitutes the major environmental, general awareness and policy topics that the Contractor must ensure their personnel are familiar with:

a. Geopolitical and military situation;

b. Geography and weather;

c. National and local customs;

d. Common terms and salutations;

e. Local laws and regulations;

f. Personnel status (Geneva Convention);

g. First aid and Cardiopulmonary Resuscitation (CPR);

h. Environmental threats from flora and fauna;

i. Preventive medicine;

j. Military structure and chain of command;

k. Dress, deportment and discipline including the Code of Service Discipline;

l. National Defence Act;

m. Fraternization policy;

n. Drug and alcohol policies; and

o. Personal conduct if kidnapped.

3.4. CAF-Delivered PDT

3.4.1 The requirement for and level of training and briefings on force protection and security measures will be determined by the applicable CAF Operational Command and

communicated to the Contractor by the TA. The CAF will provide training to Contractor personnel on the following topics, as required:

a. Threat awareness;

b. Operational security (OPSEC);

c. Information technology (IT) security;

d. Mine awareness;

e. Proper use of CAF provided Personal Protective Equipment (PPE);

f. Chemical, Biological, Radiological and Nuclear (CBRN) equipment and procedures; and

g. Contractor personnel legal status.

4. LEGAL ISSUES

4.1. Legal Status

4.1.1 Law of Armed Conflict

(a) During an armed conflict, Contractor personnel are considered protected persons and therefore are entitled to the protection afforded to civilians under the Law of Armed Conflict unless, and for such time as, they take a direct part in hostilities.

(b) Pursuant to the Third Geneva Convention relative to the Treatment of Prisoners of War, Contractor personnel are accorded the status of Prisoner of War (PW) should they be captured by the enemy. Nevertheless, the Government of Canada cannot guarantee the treatment that will be afforded to Contractor personnel should they be captured by opposing forces.

(c) In accordance with the Geneva Convention III, the CAF will issue an ID Card to all Contractor personnel identifying them as persons accompanying the CAF. During deployment, Contractor personnel must carry this card at all times. Should Contractor personnel be captured by opposing forces, or be detained by local authorities or potentially hostile forces, this card will assist in identifying them and determining their status.

(d) LEEs must be issued an ID card by the CAF as soon as reasonably possible.

(e) Under the direction of the CAF, the Contractor must supply and prominently display the distinctive emblem of the red cross, red crescent or red lion and sun on a white background on any installation or mode of transport used for medical purposes. Contractor personnel employed as medical personnel must be supplied with the applicable distinctive emblem by the Contractor and must prominently display the emblem while carrying out their duties.

4.2. Status of Forces

4.2.1 Status of Forces Agreements (SOFA)

(a) A SOFA is an international agreement between a Host Nation (HN) and other foreign State deploying military forces within the HN's territory. It specifically details the rights and obligations of both States while on the territory of the HN by granting privileges and immunities to the visiting forces. While primarily aimed at establishing the legal status of foreign military forces, a SOFA may also govern the status of civilians accompanying these forces, such as Contractor personnel. Typically, a SOFA will address issues such as entry and exit procedures, civil and criminal jurisdiction, claims procedures, carrying of weapons, wearing of military uniforms, use of force, taxes and duties, driving licenses, vehicle registration, local procurement, postal services and communication.

(b) The CAF will notify the Contractor of the existence of any SOFA applicable to any specific international theatre of operation and identify the relevant aspects affecting the status of the Contractor personnel. The Contractor must inform Contractor personnel of the related privileges, immunities and responsibilities applicable to them under the SOFA. For non-LEEs, this must occur prior to their deployment to the theatre of operation and for LEEs, this must occur prior to their employment.

4.2.2 Criminal Jurisdiction

(a) Except in times of armed conflict, anyone present on the territory of a sovereign State is subject to that State's domestic law, including its criminal jurisdiction. However, a HN may agree to exempt visiting forces and their civilian component from the application of its domestic laws during the conduct of a specific operation. Normally, the Government of Canada will request to retain primary jurisdiction over its military forces and the civilian component accompanying its forces abroad. This provision would typically be contained in a SOFA negotiated with the HN.

(b) Apart from the specific provisions contained in any given SOFA, the CAF retains jurisdiction over CAF members and Contractor personnel. Hence, Contractor personnel are subject to the Code of Service Discipline (CSD) when accompanying the CAF on service abroad, as specified in s. 60(1)(f) of the National Defence Act (NDA). The CSD also specifies that Canadian Contractor personnel accompanying the CAF on service abroad continue to be subject to the Criminal Code of Canada and to any other Federal Acts of Canada when deployed abroad (s. 130 NDA). Accordingly, Contractor personnel may be charged, dealt with and tried under the CSD for any offence committed under these provisions.

(c) Furthermore, by virtue of the CSD (s. 132 NDA), an act or an omission that takes place outside Canada and would, under the law of the HN where the act or omission occurred, be an offence if committed by a national of the HN is an

offence under the CSD and may be investigated, prosecuted and dealt with in accordance with the CSD.

4.2.3 Disciplinary and Administrative Measures

(a) The Contractor, in conjunction with the appropriate military commander, is responsible for any Contractor personnel requiring disciplinary action. The appropriate CAF legal authority within the theatre must be consulted. The military police may be required to assist in any investigation.

(b) Notwithstanding 4.2.3 (a), the Task Force commander (TF Comd) has the right to direct the removal of any Contractor personnel from the theatre of operations.

4.3. Other Legal Issues

4.3.1 Command of Contractor Personnel in the Event of an Attack

(a) Contractor personnel accompanying the CAF are subject to the Code of Service Discipline by virtue of paragraph 60(1)(*f*) of the National Defence Act (NDA). Therefore, Contractor personnel must, for the purposes of preparation, practice or execution of any plan, arrangement or manoeuvre for the defence or evacuation of any area in the event of attack, be under the command of the commanding officer of the unit or other element of the CAF that the person is accompanying or with which the person is serving or is in attendance.

4.3.2 Uniforms

(a) In order to maintain a distinction between combatants and civilians, the wearing or use of a military uniform or any other military clothing or paraphernalia by Contractor personnel is not permitted. This is essential to ensure the respect and protection of their civilian status. By doing so, Contractor personnel decrease the risks of attacks against their person and protect their status should they be captured by opposing forces in an armed conflict.

4.3.3 Direct Participation in Hostilities

(a) Contractor personnel must abstain from participating in hostilities. Civilians taking a direct part in hostilities may be attacked while doing so and jeopardize their prisoner of war status determination should they be captured by the opposing forces. Furthermore they may be liable to be charged, tried and dealt with under the laws of the opposing forces.

4.3.4 Use of Force

(a) The only circumstances legally, under the Law of Armed Conflict, justifying Contractor personnel to resort to the use of force is in self-defense or in defense of

anyone under their protection against a hostile act or intent. The force used can be no more than what is necessary to prevent the hostile act or intent or the repetition of it.

4.3.5 Weapons

(a) The Contractor must not be permitted to provide its own armed protection within the theatre of operations nor must Contractor personnel be authorized to possess or carry personally-owned firearms or ammunition, or be armed during deployment. In exceptional circumstances, however, an individual could, on a voluntary basis, be armed for self-defence. Civilian personnel carrying weapons may be perceived as combatants or as civilians taking a direct part in hostilities.

5. PERSONNEL SECURITY AND PROTECTION

5.1. Personnel Protection

5.1.1 General

(a) The CAF must provide force protection to Contractor personnel commensurate with that given to CAF personnel and DND civilians in theatre. The force protection accorded LEEs will be determined in the applicable Task Order.

(b) When directed by Canada, the Contractor may be required to provide Contractor personnel with CAF-approved special personnel security and protection equipment specified in the applicable Task Order or as is necessary for the conduct of the Work.

5.1.2 Helmets and Fragmentation Vests

(a) For personnel safety reasons, clothing or equipment may be offered for Contractor use, as directed by the appropriate military commander. In this case, CAF kit such as fragmentation vest and helmet issued to Contractor personnel will be marked to ensure that they cannot be confused with military personnel.

5.1.3 Chemical, Biological, Radiological and Nuclear (CBRN) Threat

(a) Where a specific CBRN threat exists, and when authorized by the Minister of National Defence (MND), Contractor personnel are to be offered immunizations, including unlicensed immunizations, and given full information on the procedures involved, including the known benefits and possible side effects. Immunization is voluntary. The deployment of personnel who decline to be so protected will be weighed against the operational requirement. Contractor personnel will be required to sign the appropriate consents and waivers prior to receiving unlicensed medical products. Where appropriate, special Nuclear Biological and Chemical (NBC) Personal Protective Equipment (PPE) is to be supplied by the CAF and training in its use provided.

5.1.4 Restriction of Movement

(a) Based on the prevailing operational situation, the TF Comd may place specific restrictions on the movement of Contractor personnel. Contractor personnel must conform to all such restrictions. The TF Comd has the absolute discretion and authority to revoke, modify or suspend security access previously granted to Contractor personnel.

5.2. Personnel Security

5.2.1 Contractor Escort

(a) Where required, as determined by the CAF in its sole and absolute discretion, the CAF will arrange for an appropriately secure escort for Contractor personnel between work-sites in the theatre of operations. The Contractor will organize Contractor personnel travel requirements so as to minimize the escort burden.

5.2.2 Searches

(a) Not used

5.2.3 Maintaining Operational Security (OPSEC)

(a) General information concerning contracting arrangements between private companies and CAF organizations is available in the public domain; however, release of specific details may seriously endanger CAF personnel and operations. OPSEC, as detailed in the applicable Task Order, must be considered both by the Contractor and by Contractor personnel deployed in theatre.

(b) Corporate responsibilities. In addition to the security requirements of the Contract, the Contractor must protect unclassified information concerning CAF operations to which it has access through performance of the Contract that, when considered in the aggregate, may pose a security risk to CAF operations. The Contractor must not disclose sensitive information concerning any CAF missions at any time, including making such information available, for example, on corporate web sites, in company brochures or corporate communications. Sensitive information includes, but is not limited to: numbers of CAF or Contractor personnel, personal names, ranks, organizational structures, operational capabilities, the status of logistic support capabilities, routines for Contractor support such as routes, schedules, local contract contacts and plans for Contractor personnel leave travel or staff rotations, or any information which, when considered in the aggregate, may pose a security risk to CAF operations. The Contractor must advise the military police, or appropriate military authority, of any accidental or unintended disclosure.

(c) Individual responsibilities. In addition to the security requirements of the Contract, or a particular Task Order, the activities of Contractor personnel are

potentially subject to close monitoring by a wide range of interested parties, including those that may pose a security or intelligence threat to the CAF, its operations, and/or its allies. Contractor personnel must be aware of mission threats and comply with the direction provided in the Pre-deployment OPSEC training and all other direction provided regarding OPSEC. Individuals must take responsibility for their own security, as well as that of the CAF contingent, and must not reveal information that may assist an opposing force in planning an attack or otherwise compromise the CAF security posture. Such information may include, but is not limited to, sensitive information. Care must also be taken to prevent release of sensitive information through corporate or personal Internet communications that may be subject to monitoring by a wide range of potential opposing forces. OPSEC requirements apply at all times. Engagement in activities that may bring Contractor personnel into contact with local civilians must be made apparent to the military police for a review under the TF Comd's OPSEC policy. Contractor personnel must remain alert and advise the military police, or appropriate military authority, of any unusual incidents and any accidental or unintended disclosure of sensitive information.

5.2.4 Visit Clearance Request

(a) Contractor personnel must obtain clearance to visit theatres of operations from the appropriate DND/CAF authorities in advance of their departure. For each Task Order, the Project Authorities will identify the applicable DND/CAF clearance authority to the Contractor. If the visit request originates from theatre, the Contractor must submit the request through the applicable Command structure. If the request originates from outside the theatre of operations, the Contractor will submit the request through the appropriate military chain of command to the clearance authority. This DND visit screening process must be followed and appropriate clearances received before any Contractor personnel deploy in to theatre.

5.3. Changes to Threat Level/ Implementation of Force Protection Measures

5.3.1 Restriction Due to Increased Threat Level

(a) If the threat level increases, the TF Comd may implement restrictions on movement, leave and other activities as part of local Force protection measures. All Contractor personnel must abide by all force protection measures promulgated by the TF Comd.

5.3.2 Repatriation Due to Increased Threat Level

(a) If the threat level increases and the risk to Contractor personnel is considered by the TF Comd to be inordinate, the TF Comd may order the short term evacuation or repatriation of Contractor personnel.

5.3.3 Emergency Evacuation

(a) It is possible that the security situation in a theatre of operations will deteriorate to the point that Contractor personnel are unable to carry out their assigned tasks and must be evacuated from their location to a safe area within or outside the theatre. The Contractor must develop an emergency evacuation plan that uses non-military resources for each theatre of operations in which Contractor personnel are deployed. Each evacuation plan must be provided to the TF Comd. Amendments to an evacuation plan may be directed by the TF Comd.

(b) If the CAF orders the evacuation of Contractor personnel, the CAF will provide the level of force protection determined necessary by the TF Comd to facilitate the Contractor evacuation plan. If the TF Comd determines that the threat level does not permit the Contractor evacuation plan to be implemented, the CAF will initiate contingency action to evacuate Contractor personnel using CAF, or allied, resources. In this case, the CAF evacuation will normally bring the Contractor personnel to a safe area from which the Contractor may then arrange follow-on transportation of Contractor personnel to their respective points of hire.

(c) There is no guarantee that personal belongings can or will be returned. Canada will not be liable for any damage or losses experienced due to evacuation.

6. HEALTH SERVICES TO CONTRACTOR PERSONNEL

6.1. General

(a) The Contractor is responsible for the health and welfare of Contractor personnel. Within this Appendix, Health Services (HS) is defined to include both medical health and dental health services. In a deployed environment there may be no local Health Services available or the environment may be such that it is difficult for Contractor personnel to receive HS from a local health centre. In these circumstances, HS will be provided by the Contractor or CAF-arranged HS may be made available to Contractor personnel, depending upon resources in theatre. The predicted extent of Contractor and / or CAF-arranged HS will be defined in the applicable Task Order. Any costs associated with the provision of HS will be negotiated as part of each Task Order.

6.2. Contractor Responsibility

6.2.1 General

(a) It is the responsibility of the Contractor to make arrangements for the provision of HS to Contractor personnel. When local HS is not available or practical, the Contractor will, unless otherwise directed, be required to establish a medical/dental clinic to address HS for Contractor personnel, which may be embedded within the CAF camp.

6.2.2 Health Screening

(a) The Contractor is responsible for the provision of pre-deployment health screenings and immunizations. Annex 1 to this document provides additional information on medical and dental screening.

6.2.3 Preventive Medicine Measures

(a) The Contractor is responsible for determining the individual health protection requirements for Contractor personnel, as well as the provision of any preventive medicine measures it deems necessary. The CAF may assist the Contractor's health providers by providing the Contractor with a copy of any unclassified preventive medicine measures recommended for CAF personnel and a copy of any unclassified and releasable health intelligence on the mission area.

(b) Except as otherwise noted in this Appendix, preventive medicine measures are the Contractor's responsibility and Canadian Forces Health Services (CAFHS) personnel will not provide the Contractor with any preventive medicine services, including, but not limited to, the following:

i. Immunizations
ii. Chemoprophylaxis
iii. insect repellents such as polymerized 33% Diethyl-Meta Toluamide (DEET) (Ultrathon, 3M), permethrin spray, and permethrin pouch treatments.

6.2.4 Medication

(a) Contractor personnel taking medication for minor health conditions must deploy with a sufficient supply of medication to cover the duration of their deployment. The CAF will not, even in an emergency, provide medication that is not included in the CAF formulary.

6.2.5 Health Services Planning

(a) It is the Contractor's responsibility to determine what is an acceptable level of medical risk for Contractor personnel and to develop a HS plan accordingly. However, the Contractor must develop its HS plan in accordance with the instructions provided in the applicable Task Order and in consultation with the CAF health authorities, given that deficiencies in Contractor capabilities could have a direct impact on the provision of HS to CAF personnel. It is also the responsibility of the Contractor to develop and establish its own policies and procedures to govern the medical management of Contractor personnel, including maintenance of contact with the next of kin with respect to medical issues pertaining to Contractor personnel.

6.2.6 Evacuation and Repatriation

(a) Health service evacuation and repatriation of Contractor personnel is the responsibility of the Contractor. Within its HS plan, the Contractor must include a medical evacuation plan for Contractor personnel. However, there may be circumstances where it may not be safe or possible for the Contractor or civilian health service organizations to provide such a service, in which case the CAF may offer assistance where appropriate and when resources are available.

6.2.7 Restriction of Duties, Isolation and Quarantine

(a) The Contractor's HS provider is responsible for the conduct and arrangement of examinations, diagnostic procedures, treatment, restriction of duties, isolation and quarantine for Contractor personnel. Should an individual be infected with a communicable disease, in order to decrease the likelihood of the transmission, further actions may be required to be performed to the satisfaction of the TF Surgeon.

(b) The Contractor's HS provider must conduct or arrange examinations and diagnostic procedures required by the TF Surgeon. Should the Contractor's HS provider be unable to provide or arrange for these services to the satisfaction of the TF Surgeon, the CAFHS may conduct or arrange these services.

6.2.8 Health Services Records and Documentation

(a) The Contractor must maintain a copy, in theatre, of every pre-deployment health screening, including a complete health history and any relevant diagnostic tests for each Contractor personnel. These documents must be provided to the CAFHS provider, in one of Canada's official languages, as required, for the treatment of Contractor personnel.

6.3. CAF Provision of HS

6.3.1 General

(a) The provision of HS by the CAF to Contractor personnel and the resources available for the delivery of HS is based on the mission-specific environmental conditions existing in theatre.

(b) The CAF may provide medical care to Contractor personnel in an emergency situation in order to alleviate pain and suffering and to preserve life, to the extent required to evacuate the individual to a civilian medical facility.

6.3.2 Health Services Care Beyond Emergency Level

(a) When considered to be in the best interests of the CAF, and as resources and operational exigencies permit, the CAF may provide HS, beyond the emergency

level, to Contractor personnel. Such HS will only be provided to Contractor personnel while they are in-theatre and may include the following:

i. Primary HS beyond the Contractor's capabilities;
ii. Treatment of urgent conditions that do not threaten life or limb;
iii. Treatment of non-urgent conditions, that would prevent the Contractor personnel from working if left unattended;
iv. Patient evacuation, including transport on CAF vehicles, CAF aircraft, or other modes of conveyance where warranted by the patient's health condition;
v. Care for chronic conditions while awaiting repatriation;
vi. Ancillary services, such as laboratory testing and analysis and x-ray;
vii. Medical examinations and tests for the purpose of communicable disease and infection control;
viii. Offering and administering immunizations (including unlicensed immunizations) and prophylaxes to Contractor personnel during a period of increased threat. While immunization is voluntary, the deployment of personnel who decline to be so protected will be assessed against the operational requirement. Contractor personnel will be required to sign the appropriate consents and waivers prior to receiving any unlicensed medical products;
ix. Offering and administering insect repellants to Contractor personnel during a period of increased threat. Contractor personnel may be required to sign the appropriate consents and waivers prior to receiving any such products;
x. Offering and administering Medical Counter-Measures against Nuclear, Biological and Chemical threats, as and when required. Contractor personnel will be required to sign the appropriate consents and waivers prior to receiving any unlicensed products; and
xi. Provision of non-emergency HS when Contractor personnel participation is limited to a small number of individuals or for the initial stages of a deployment when it is not possible to arrange Contractor-provided HS.

7. ACCESS TO CANADIAN MILITARY EQUIPMENT & SERVICES

7.1. Transportation

(a) It is the responsibility of the Contractor to make the necessary travel arrangements for the deployment and removal of Contractor personnel to and from the theatre of operations. DND may authorize the use of CAF flights or other modes of transportation for the deployment and removal of Contractor personnel at the sole discretion of DND.

(b) Commanders of CAF elements involved in operations abroad may authorize the use of CAF transportation resources by Contractor personnel when traveling within the theatre for the purpose of performing their tasks.

7.2. Accommodation

7.2.1 Rations and Quarters

(a) The provision of rations and quarters (R&Q) for deployed Contractor personnel, such as the use of accommodation, food services, water, and laundry services within military installations will be defined in the applicable Task Order. Any costs associated with the provision of R&Q will be negotiated as part of each Task Order.

(b) Normally, LEEs will not be provided with R&Q. In special circumstances, the TF Comd may authorize the provision of food services to LEEs. Usually, this will consist of the provision of a meal during the individual's hours of work. In such cases, rations will be provided on a cost reimbursable basis, unless these expenses have been previously agreed to in the applicable Task Order.

7.3. CAF Postal Services (CAFPS)

7.3.1 General

(a) Unless specified otherwise in a Task Order, the Contractor will be authorized to utilize the CAFPS for personal mail. When not authorized to use the CAFPS, the Contractor must make arrangements for the delivery of personal mail.

(b) To support deployed operations, the CAFPS establishes a central address in Belleville, Ontario, where mail is collected by Canada Post on behalf of the CAFPS. Postal personnel also operate CAF Post Offices (CAFPOs) at most larger theatres of operation.

7.3.2 Specific Guidelines

(a) Mail to the theatre from Canada:
   i. Business mail – unless specified otherwise in the applicable Task Order, the Contractor is not authorized to use the CAFPS for business mail.
   ii. Personal mail – unless specified otherwise in the applicable Task Order. Family and friends of deployed Contractor personnel may use CAFPS with postage affixed.

(b) Mail from the theatre to Canada:
   i. Business mail – unless specified otherwise in the applicable Task Order, the Contractor is not authorized to utilize the CAFPS for business mail.
   ii. Personal mail – unless specified otherwise in the applicable Task Order, Contractor personnel in-theatre will have access to CAFPS services with postage affixed.

7.4. Access to CAF Morale and Welfare Support

7.4.1 Welfare

(a) The Contractor, unless otherwise specified in the applicable Task Order, is permitted to provide Contractor personnel with a level of morale and welfare support commensurate with that provided to deployed CAF personnel. The Contractor may also be permitted to utilize CAF morale and welfare facilities and programs where and when the CAF has available capacity. Spiritual support, where available, will be provided from CAF resources.

7.4.2 Messes and Exchange Facilities

(a) Deployed Contractor personnel may access, as stipulated in the applicable Task Order, CAF social facilities, such as messes, clubs and snack bars, when these facilities are located at their place of deployment. LEEs will not normally have access to CAF social facilities; however, under special circumstances, such as when these Contractor personnel are confined or quarantined within the limits of the deployed CAF location, the TF Comd may authorize the use of CAF social facilities.

(b) Contractor personnel are permitted to utilize Canadian exchange (CANEX) retail stores and services, with the exception of LEEs. LEEs are not permitted to utilize CANEX facilities.

7.4.3 Amenities and Social Activities

(a) Members of the CAF deployed on operations abroad are provided with amenities that are either publicly funded, non-publicly funded or commercially sponsored. Although generally for the use of the members of the CAF, small amenities such as newspapers, magazines, books, movies and videos may be made available to Contractor personnel at no cost.

(b) Amenities, such as the boxes provided to CAF members for Christmas during Operation Santa Claus, are provided as a result of a program designed for CAF members and are advertised as such with suppliers from the private sector. As well, the cost of transportation of these amenities is covered by public funds. Contractor personnel are therefore not entitled to such amenities.

(c) Invitations may be extended to Contractor personnel to attend CAF social activities on a space-available basis, after the members of the CAF have been provided the opportunity to attend these events

7.4.4 Physical Training Facilities and Equipment

(a) Access to CAF physical training facilities and equipment may also be permitted, but the Contractor must ensure that necessary and sufficient personal insurance coverage is in effect before Contractor personnel are allowed to use the CAF facilities.

7.4.5 Telephone and Internet Access

(a) Contractor personnel may be provided access to the telephone and Internet systems for personal welfare use. Where available, the Contractor may be required to purchase phone cards and Internet use directly. The applicable Task Order will stipulate the telephone and Internet arrangements.

7.4.6 Television and Similar Facilities

(a) Television and similar recreation facilities may be made available to Contractor personnel. However, CAF personnel have priority of use and the Contractor may be permitted to provide its own facilities for Contractor personnel.

8. PERSONNEL

8.1. Personnel reporting

(a) All Contractor personnel must report to the CAF personnel reception department on arrival in theatre so that an individual record may be raised in the appropriate in-theatre personnel record system.

(b) The Contractor must report, to the TF Comd or a designated representative, any significant incident involving Contractor personnel as soon as practicably possible once the incident is known to the Contractor. “Significant incidents” are those that could give rise to comments in the media, involve other authorities within the theatre of operations (North Atlantic Treaty Organization (NATO), Military Police etc), or result in action that may impact the CAF. If there is any doubt as to whether an incident is considered to be “significant”, the Contractor must seek the advice of the TF Comd or a designated representative.

(c) The Contractor is responsible for compiling and maintaining next-of-kin details of Contractor personnel. As the deployed military staff may be required to notify the Contractor management of an incident affecting Contractor personnel within the theatre of operations, the Contractor must provide a 24-hour point of contact within its Human Resources department, or equivalent, in order to allow relevant information to be passed on in a timely manner. The release of information regarding injury or death must be in accordance with direction provided in the applicable Task Order or as directed by TF Comd.

8.2. Leave and Rest & Relaxation

(a) The TF Comd may impose restrictions on travel for Contractor personnel under TF Comd jurisdiction. This may be necessary for various reasons, such as personnel safety, mission effectiveness, force protection or international relations.

8.3. Mortuary Affairs

(a) The TF Comd is responsible for the efficient recovery, handling and transport of remains of Contractor personnel to an appropriate location in-theatre where the remains and administrative arrangements will, unless specified otherwise by the TF Comd, become the responsibility of the Contractor. When circumstances prevent the immediate removal of remains, the remains will not be repatriated until authorized by the Comd of the appropriate Operational Command, following consultation and advice from security, health and legal staffs, as required.

(b) Although the Contractor is responsible for the disposition and removal of the remains from the theatre, the TF Comd may provide assistance to ensure the necessary arrangements are carried out with utmost dispatch and that every effort is made to avoid intensifying the grief of the bereaved families.

(c) Contractor personnel are normally not eligible for military funerals in accordance with Queen's Regulations & Orders (QR&O) 24.15, unless Contractor personnel are a recipient of the Victoria Cross or are former CAF members.

(d) Deployed Contractor personnel may be subject to post-mortem examination in accordance with QR&O 24.20 or the applicable laws of the host nation. If a post-mortem examination is required, the Contractor must make the necessary arrangements for the transportation of the remains to the post-mortem examination facilities.

8.4. Honours and Awards

(a) All Contractor personnel are eligible to be considered for honours and awards.

Annex 1 to Appendix B5

MEDICAL AND DENTAL SCREENING

1. The Contractor must conduct pre-deployment health screenings on all personnel to determine their medical and dental fitness. The CAF may assist the Contractor's health providers in this task by providing the Contractor with unclassified publications used to assist in the screening of CAF members on deployment.

2. Anyone being considered for deployment to a theatre of operations must be free of any disease or condition that may interfere with task accomplishment for the duration of the deployment and should be sufficiently fit so as to not place an undue burden on deployed HS resources. Any additional screenings required, in addition to those specified in this document, will be noted in the applicable Task Order.

3. The medical and dental fitness screening requirements of LEEs and Third Country Nationals (TCNs) may differ from Canadian Contractor personnel. In such cases, the screening requirements will be provided in the applicable Task Order.

4. When performing medical and dental screening the Contractor must consider the effect of mission-specific environmental conditions, such as austere environment, climatic variations, and the physically and mentally demanding nature of a theater of operations.

5. Unless otherwise directed in the applicable Task Order, as a minimum, the Contractor must:

    a. screen out any personnel with known or chronic conditions that are not completely stable or any conditions that may lead to an unpredictable crisis during the performance of their tasks;

    b. ensure personnel are free from active dental disease, pain or infection prior to operational deployment in order to reduce the likelihood of dental emergencies;

    c. refer personnel to a dentist for a dental screening if the dental health of Contractor personnel is called into question during the health screening. At a minimum, dental carious lesions must be restored and active periodontal disease must be stabilized. Panorex and Bite-Wing (BW) radiographs must have been taken within the previous 12 months prior to deployment. A dental screening form (sample provided in Tab A) must be completed by the dentist once all treatment is provided to render the person fit for deployment, and returned to the Contractor as proof of adequate dental health;

    d. Screen out any personnel requiring regular medical or dental treatment for a chronic disease or condition, and especially, treatment by a specialist;

    e. Screen out any personnel requiring regular laboratory testing to monitor the progress of a chronic disease or condition; and,

f. Consider screening out any personnel who are required to adhere to a course of medication designed to alleviate a chronic disease or condition, in such cases where the possibility of re-supply and replacement of medical equipment and medication could be limited.

Tab A
To Annex 1
To Appendix B5

DENTAL FITNESS SCREENING BY CIVILIAN DENTISTS – CONTRACTOR PERSONNEL

Employee Information		
Employee Number	**Name**	**Operational Employment Dates**

Instructions to Evaluating Civilian Dentist:

Contractor personnel are required to be dentally fit prior to operational deployment. This requirement is necessary to reduce the likelihood of dental emergencies in circumstances where access to dental services may be restricted. The individual must be free from active dental disease, pain or infection. Carious lesions must be restored and active periodontal disease must be stabilized. Orthodontic treatment must be stabilized so as not to require specialist care for a six-month period.

CIVILIAN DENTIST:

I certify that a recent Panorex and Bite-Wing radiographs are available upon request; and

I certify that I have examined this individual, and this individual is dentally fit / unfit to be operationally deployed.
(circle one)

_____ _____ _____
(Dentist Name and License # – Printed) (Dentist – Signature) (Date)

Complete address and phone numbers of Dental office:
_____
_____
_____
_____
_____
(Phone Number) (After hours emergency contact number)