



**Government
of Jamaica**



**Request for Curriculum Vitae
Issued on: October 25, 2022**

for

Consulting Services:

Forensic Psychiatrist

Ref No: MNS/SSP JA-L1074/2022/10/3CV-001

**Project: *Security Strengthening Project
(4400/OC-JA-L1074)***

Procuring Entity: Ministry of National Security

October 2022

Section 1.

SECTION 1: INSTRUCTIONS TO CONSULTANTS (ITC)

The Government of Jamaica has established a Security Strengthening Project (SSP), funded by a Loan from the Inter American Bank (IADB), the main objective of which is to contribute to an increase in the conviction rate for murders in Jamaica. The strategy to achieve the main objective will be the “specific objectives”:

- (i) To assist in the reduction of the rate of murders in the country;
- (ii) To increase the proportion of police investigations of murders that result in prosecution;

And

- (iii) The training of police officers in the use of technology in crime fighting.

The Ministry of National Security (MNS) is charged as the Executing Agency and is currently engaging the services of a Consultant. The consultancy shall be funded by the IDB Project JA-L1074 until expiry February 21, 2023. At expiration of the loan contract, any contractual commitment to be honoured would be payable by the financial resources of the Ministry of National Security.

The Security Strengthening Project has three (3) components: (i) **Component 1**. Violent crime prevention and management; (ii) **Component 2** - Improving investigative capabilities for homicides; (iii) **Component 3** - Change Management & Communications.

The Project components comprise activities to benefit and involve the participation of the Ministry of National Security and the following entities within its portfolio:

- The Jamaica Constabulary Force (JCF)
- The Department of Correctional Services (DCS)
- The Firearm Licensing Authority (FLA)
- Passport, Immigration, Citizenship Agency (PICA)
- The Institute of Forensic Science and Legal Medicine (IFSLM)
- The Private Security Regulatory Authority (PSRA)

Additional entities outside the portfolio of the Ministry of National Security includes;

- The National Works Agency (NWA)
- eGov Jamaica Limited (eGov)

The main beneficiaries of the MNS SSP are the JCF and the DCS. The Ministry of National Security(MNS) will benefit indirectly from the improved communication and connectivity being implemented between its agencies and units.

The Ministry of National Security *has received* financing from *the Inter-American Development Bank (IDB)*, and it intends to apply part of the proceeds to payments under the project Security Strengthening Project (SSP), for the engagement of a consultant for the role of Forensic Psychiatrist.

The Ministry of National Security now invites you to submit a Curriculum Vitae (CV) indicating that you are qualified to perform the services. More details on the services to be performed are provided in the Terms of Reference in Section 2.

1. An individual will be selected using the **3CV** procurement methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-15).
2. Your submission **must include the following in the format specified:**
 - Curriculum Vitae/Resume
 - Bid Submission Letter (Section 3)

All the required documents must be submitted for the application to be deemed eligible for shortlisting.

NB. A valid Tax Compliance Letter (TCL) is required at contract award

3. All documents should be done in PDF format and submitted via email to:
Electronic mail address: sspprocurement@mns.gov.jm
E-mail Subject: Forensic Psychiatrist Consultancy
4. The deadline for receipt of your submission by the Procuring Entity via email address as indicated above is **November 7, 2022 at 4:00 pm.**
5. An email confirmation will be sent for all submissions received electronically before the specified deadline.
6. All documents submitted should be in English.
7. From the date that the submission is opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to their submission. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultants' submissions.
8. The evaluation committee, appointed by the Client, evaluates the CVs on the basis of their responsiveness to the Terms of Reference.
9. At any time before the submission of curriculum vitae, the Client may, for any reason, whether at its own initiative amend the attached documents. Any amendment shall be issued in writing through addenda and posted on its website. Addenda shall also be sent by electronic mail to all individuals who indicated their intention to submit curriculum vitae and will be binding on them. The Client may at its discretion extend the deadline for the submission of curriculum vitae.
10. Information relating to the examination, evaluation, comparison, and post qualification of submission, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a consultant to influence the Purchaser in the examination, evaluation,

comparison, and post qualification of the submissions or contract award decisions may result in the rejection of its submission. Notwithstanding, from the time of opening to the time of Contract Award, if any Consultant wishes to contact the Purchaser on any matter related to the process, it should do so in writing.

11. The Client reserves the right to terminate the procurement process and reject all submissions at any time prior to the award of contract, without thereby incurring any liability to the affected consultant on the ground of the Client's action. **The Client reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitae.**

12. This ITC includes the following documents:

- Terms of Reference
- Template Bid Submission Letter
- Specimen of Standard Contract
- Eligible Countries and Territories
- Evaluation Criteria

Section 2.

Terms of Reference

Security Strengthening Project (MNS:SSP)

IDB - JA-L1074 (LC # 4400/OC-JA)
Shops 31&32 Kingston Mall
Kingston, Jamaica



Ministry of
National Security

TOR - Consultant Psychiatrist

Date:

May 18, 2022

Services Performed For:

Security Strengthening Project (MNS:SSP)

IDB - JA-L1074 (LC # 4400/OC-JA)
Shops 31&32 Kingston Mall
Kingston, Jamaica

Background

The Government of Jamaica has established a Security Strengthening Project (SSP), funded by a Loan from the Inter American Bank (IADB), the main objective of which is to contribute to an increase in the conviction rate for murders in Jamaica. The strategy to achieve the main objective will be the “specific objectives”:

- (iv) To assist in the reduction of the rate of murders in the country;
- (v) To increase the proportion of police investigations of murders that result in prosecution;

And

- (vi) The training of police officers in the use of technology in crime fighting.

The Ministry of National Security (MNS) is charged as the Executing Agency and is currently engaging the services of a Change Management & Communication Technical Specialist Consultant who will work with the team to develop and execute a comprehensive change management and communications plan for the project.

The Security Strengthening Project has three (3) components: (i) **Component 1**. Violent crime prevention and management; (ii) **Component 2** - Improving investigative capabilities for homicides; (iii) **Component 3** - Change Management & Communications.

The Project components comprise activities to benefit and involve the participation of the Ministry of National Security and the following entities within its portfolio:

- The Jamaica Constabulary Force (JCF)
- The Department of Correctional Services (DCS)
- The Firearm Licensing Authority (FLA)
- Passport, Immigration, Citizenship Agency (PICA)
- The Institute of Forensic Science and Legal Medicine (IFSLM)

- The Private Security Regulatory Authority (PSRA)

Additional entities outside the portfolio of the Ministry of National Security includes;

- The National Works Agency (NWA)
- eGov Jamaica Limited (eGov)

DCS Background

The Department of Correctional Services (DCS) currently houses approximately 4000 inmates and wards across 11 Correctional Centres, with 262 inmates diagnosed with a mental illness, of which 138 are unfit to plea.

This represents a prevalence of diagnosed mental illness that is approximately 7%, however this mostly represents patients with psychotic disorders and as such these figures exclude the potential scores of patients that are undiagnosed.

Global studies suggest that incarcerated persons are 2-3 times more likely to have a mental illness and 15 times more likely to have a psychotic disorder than the general public.

The major issues exist, namely: -

- 1) Several inmates with mental illness are unfit to plea and have therefore essentially been held in custody indefinitely (as they have been unable to undergo trial and complete the judicial process).
- 2) The Correctional System in Jamaica is not adequately suited to properly care for the mentally ill as it lacks both personnel, programmes, and physical infrastructure to ensure optimization of the medical condition itself and the eventual assessment and reintegration of unfit to plea and convicts into the society.
- 3) Health Care is primarily provided by the DCS, a department of the Ministry of National Security; hence to optimize care, particularly of the mentally ill, there is great scope for collaboration with the Ministry of Health and Wellness (MOHW), the Ministry of Justice (MoJ) and other key stakeholders.
- 4) The judicial system and constabulary do not always exercise options which allow the mentally ill who have committed minor offences due to their mental state to be kept out of the penal system.
- 5) The MOHW policies and framework reflects the global trend in decentralized mental health care. However, the judicial system has not adopted this approach, which renders the Correctional Centres quasi-mental health treatment facilities.

Considering the above a Mental Health Programme must aim to:

- 1) Screen offenders for potential mental illness and offer viable treatment pathways away from custodial sentences, through better liaison and coordination with the Judicial System, the Jamaica Constabulary Force and the MOH.
- 2) Prevent the sentencing of mentally ill remanded patients and instead, diverting them to Community Health Care Programmes with a capable guardian and support system.
- 3) Make provisions for the release of the unfit to plea, into the supervision and care of responsible guardians and Community Mental Health Programmes.
- 4) Sentence reduction of the convicted mentally ill and likewise similar release to Mental Health Programmes and guardianship.
- 5) For those convicted of offences who must serve custodial sentences, the internal Mental Health Programmes must be developed and implemented to suitably cater to their needs. Note such programmes must ideally follow national and international guidelines for best practices and have strong links to external decentralized mental health care and the parent Ministry.
- 6) In keeping with the above point, strong well trained DCS Internal Mental Health Teams should be established at each reception institution, remand centres (Horizon Adult and South Camp Adult) and juvenile institutions. Such teams will be led by a Psychiatric Consultant.
- 7) Ideally such teams at each institution should consist of 2 Psychiatrists, Forensic Psychologists (1-2), a legal officer (1), social workers (2), correctional staff members (2), Probation Aftercare staff, and (2) an external representative from potential areas for placement.

Consultancy Objective

The Objective of the Psychiatrist Consultant is 4-fold, namely:

- 1) To design within budget, the Department of Correctional Services' Forensic Mental Health Programme geared towards the assessment, optimization and eventual releases of the unfit to plea back into society.
- 2) Oversee its implementation, highlighting the monitoring and evaluation methods used to assess its progress and effectiveness.
- 3) Conduct initial review and early adjustments to the programme.

- 4) Guide medical and non-medical staff by establishing a framework for the delivery of mental health services in key areas during the contract period to ensure the long term continued success of the Programme.

Scope of Work

The Psychiatric Consultant shall provide the services and deliverables as follows:

- A. Assess the status of the mentally ill with criminal charges, identifying gaps in treatment, and points of intervention at the stages of arrest, initial remand, filing of charges, assessment of fitness to plea, initial trial, sentencing, incarceration and release.
- B. Design a Mental Health Optimization, Rehabilitation, Release and Reintegration Programme with proposed methods of intervention at each of the highlighted points above with the goal being the eventual safe release from custody of the inmate into the general population.
- C. Conduct training of all staff, medical and non-medical as to expected roles and function, and measurable intended outcomes within reasonably specified timelines.
- D. Identify barriers to meeting intended targets and objectives and work with Central Government/Ministry and Departmental Stakeholders and Policy and SOP Development Personnel to propose changes in Legislative Framework, Correctional Rules, exiting SOPs, etc. to enable successful intervention(s) and intended outcome(s).
- E. Oversee the implementation of such Programme and be primarily responsible for development of methodologies, quality standards (with requisite ongoing monitoring, evaluation, review, and refinement), overseeing execution of ‘smaller’ projects within the programme, reporting on the barriers and, timelines for deliverables.
- F. Conduct ongoing mental health surveillance and research (with permission) and during the project to identify other areas of oversight that may provide insight and value to the Departments in achieving its objective.

Methodology and Standards

- A) The Consultant should utilize modern medical tools at his/her disposal to screen and identify persons with mental illness, diagnose the specific disorder(s) of persons within and potentially incoming (where possible) to the Correctional Institutions.

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- B) Thereafter appropriate pharmacological and non-pharmacological management should be utilized in optimization of such persons, which may include using statistical tools to identify the prevalence of specific illnesses in relation to offences to suggest finely tailored optimisation programmes.

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- C) At each stage appropriate risk assessment should be done on the inmate (on entry into the DCS, while under DCS's care, prior to release, etc.) with the aim of lowering the threat to public safety to the extent where the inmate can be expected to function in wider society, if not then at minimum such a person does not pose a threat to the wider society when release/reprieve is granted.

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- D) External treatment sites must be identified, with appropriately trained external mental health staff that can offer care to the former inmate and liaise with Probation Aftercare staff on the progress of the inmate.

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- E.g. Data may suggest 25% of all persons convicted/remanded for Malicious Destruction of Property may have a conduct disorder along with bipolar mania which was the major contributory factor in the crime.

- A Branch (Sub-Programme or Project) of the Overall Programme would therefore mean that all persons convicted of Malicious Destruction of Property are screened for bipolar mania and conduct disorders. These individuals with medical and other management, may have with their risk profile improving. Based on the patient now optimised and posing lower risk, they can be released from custodial care into the care of an appropriate individual, on the condition of ongoing treatment and follow-up at a named external site, with probation and aftercare services carefully observing the former inmate/remandees progress.

Deliverables and Milestones

The Consultant(s) will create and submit:

Tasks	Deliverables	Performance Standards ¹	Milestones
Draft initial Work Plan	Initial Work Plan	Documentation done in accordance with established standards and timelines	Initial Work Plan completed

¹ All documentation must be produced on time and must conform to the project documentation standards.

Tasks	Deliverables	Performance Standards¹	Milestones
Assessment and Review of Mental Health Care within the DCS	Identify and document the Department's strengths, weaknesses, opportunities, threats, barriers to change	Documentation done in accordance with established standards and timelines	Documented structured proposal to include: 1) The design of a Mental Health Programme to enable continued higher standards of mental health care and release of low risk mentally ill patients and unfit to plea 2) The incorporation of best practice standards in said Mental Health Programme
Training and Orientation of staff to support the initiative	Select team trained and oriented	Select team trained and supervised in the development of the requisite documentation on the unfit to plea within agreed timelines	Documentation on all the unfit to plea within the DCS by the team, under the guidance of the Consultant. The documented areas will include: a) Demographics b) Conviction c) Diagnosis d) Extent to which diagnosis contributed to the offence and/or sentencing. e) Current medical treatment f) Any modification to treatment g) Non-pharmacological interventions (social, legal, psychological, etc.) needed h) A structured management plan i) Proposed timeline for tangible

Tasks	Deliverables	Performance Standards¹	Milestones
			<p>improvement in risk profile.</p> <p>j) Eventual submission of recommendation for reprieve/release</p> <p>k) Post release care needed</p> <p>l) Post release management identified</p> <p>2) Drafted proposal for potential changes to Correctional Act to enable program implementation</p>
Implementation of Overall Programme	<p>1) Utilization of special mental illness screening and risk assessment tools</p> <p>2) The preparation and submission of case file for inmates deemed unfit to plea or otherwise mentally ill with a view to have them released from custody</p>	Documentation done in accordance with established standards and timelines	Revision of diagnosis of mental illness within the incarcerated population particularly the unfit to plea, with formulation of new or refinement of existing management plan
Compile Status and Progress Report	Weekly verbal Status Reports and Monthly Progress Report	Documentation done in accordance with established standards and timelines	Project reporting completed
Compile Final Report	Final Report with assessment and recommendations	Documentation done in accordance with established standards and timelines	Final Report

Communication

Official communication by way of emails, with direct in person conversation, cellular and landline telephone conversations utilized where it facilitates ease of communication and ongoing progressive work. The Psychiatric Consultant can expect to be provided with a Government Closed User Group (CUG) phone.

Reporting

The Consultant will also work in conjunction with the Director, Medical Services and report directly to the Commissioner of Corrections and the SSP Project Director.

The Consultant may be required to report to the MNS, Minister with the responsibility for the Correctional Centres.

Duration

The term of this contract shall be four (4) months, commencing on the date of contract signing.

Qualifications

The successful applicant should possess:

Academic Degree / Level & Years of Professional Work Experience:

- Post Graduate Qualifications in either Forensic Psychiatry or General Psychiatry from a reputable College or University.
e.g., 1) Doctor Medicine (DM) in Psychiatry, 2) Fellow of American or Royal College of Psychiatry or 3) Direct Post Graduate training in Psychiatry
- At least five (5) to ten (10) years' experience in Psychiatry.
- First-hand experience in the Jamaican Criminal Justice/Correctional Services/Penal System would be a welcomed asset.
- Research and Peer Reviewed Journal Publications in Forensic Psychiatry a welcomed asset.

Language

- Excellent writing skills and command of English Language (oral and written).

- Must be able to clearly articulate complex concepts (including medical jargon) in easily comprehensible terms without subtracting key details, both in written and oral communication.

Area of Expertise

- Demonstrated expertise in Psychiatry including:
 - 1) Expertise in diagnosis and management of mental disorders, including use of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5)
 - 2) Gold standard pharmacological and non-pharmacological interventions for both common and uncommon Mental Disorders
- Must Display Realistic Capability in:
 - 1) Mental Health Care Programme (Health System) Design
 - 2) Implementation of said Programme after its review and approval
 - 3) Identifying tools and standards for monitoring and evaluation of such System/Programmes and prioritize projects within said system based on urgency, timeline of deliverables and budget constraints
- Exposure to successful Mental Health Programmes in other countries or territories welcomed (especially in light of the above)
- Must be familiar with and display high level competence in matters related to Government/Court Protocols in the treatment of Offenders with Mental Illness
- Must be able to work with Policy and Standard Operating Procedure Development Officer(s) to suggest possible changes in Government Legislative framework in the handling of mentally ill offenders
- In keeping with the above, must be able to build and maintain respectable and profitable relationships with both Internal and External Stakeholders including Government Ministers, Judicial Authorities, Senior Correctional Staff, Policy Development Officers, Ministry of Health/Regional Health Authority/Health Department/UHWI Officials, etc. to ensure successful implementation of intended changes

Skills

- Must be able to lead (and when necessary, successfully train) a team of Mental Health and other Allied Health Professionals
- Excellent Financial Management (must be able to maximize the use of a given budget)
- Excellent time management skills (must be able to attain deliverables in timely manner)
- Excellent Programme Management Skills
- Excellent communication (both written and verbal)
- Must Be able to write technical documents with appropriate format
- Must be able to work effectively and efficiently under pressure
- Must be able to work within a Prison
- Must be able to work well with less trained medical and non-medical professionals

Type of Consultancy

Independent Contract with specific terms to be discussed and determined after negotiation by mutual consent between the MNS team and the successful Psychiatric Consultant.

Location

Medical Unit, Department of Correctional Services.

Will be reasonably expected to spend time within the Correctional Centres.

Payment Schedule

The payment schedule:

- 10% Contract signing
- 5% Timely submission of initial Work Plan
- 5% Timely submission of the Assessment Report
- 15% Timely submission of the Mental Health Programme document
- 20% Training and Orientation of staff
- 35% Implementation of the Programme, utilizing special mental illness screening and risk assessment tools including submission of case file for inmate(s) unfit to plea or otherwise mentally ill to be granted release from custody
- 5% Timely submission of Status and Progress Reports
- 5% Timely submission of Final Report

Tax Compliance

The selected consultant will be required to obtain a valid Tax Compliance Letter (TCL) prior to contract award.

Document Control

This TOR document has been reviewed by the persons listed below:

Version(s) #	By	Revision Date	Approved By	Approval Date	Reason
1.0 & 2.0	Robert H	02&06July2021			Initial and Final Version
1.0 & 2.0	Donna P	02&06July2021			Initial and Final Version
1.0 & 2.0	Shauna T	02&06July2021			Initial and Final Version
1.0 & 2.0	Ella G	02&06July2021			Initial and Final Version
3.0	Robert H Donna P Shauna T	18May2022			Joint Review and Revision
4.0	Ella G	11 August 2022			Review and Revision
5.0	Ella G	5 September 2022			Final Review

ANNEX B: CONSULTANT’S REPORTING OBLIGATIONS

GOJ/IDB SECURITY STRENGTHENING PROJECT (JÁ-L1074)

CONSULTANT'S REPORTING OBLIGATIONS
(PROJECT DIRECTOR)

Months 1 – 3

Monthly report on activities and accomplishments, in acceptable form and detail.

Month 4

Terminal report on the assignment. This will summarize activities and accomplishments over the period, state lessons learned and any recommendations for improving Project administration.

Section 3.

Bid Submission Letter

Bid Submission Letter

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your advertisement dated [*Insert Date*] and my Submission. I am hereby submitting my Curriculum Vitae.

I hereby declare that all the information and statements made in this Submission are true and accept that any misinterpretation contained in it may lead to our disqualification.

I undertake, if my Curriculum Vitae is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Terms of Reference.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Individual: _____

Address: _____

Email: _____

Telephone: _____

Section 4.

Specimen of Standard Contract

SAMPLE CONTRACT FOR
INDIVIDUAL CONSULTING SERVICES

LUMP-SUM PAYMENTS
(IADB FINANCED)

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- c) the Client has received financing from the Inter-American Development Bank (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Loan Contract, and (iii) that no party other than the Client shall derive any rights from the Loan Contract or have any claim to the proceeds of the financing.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Annex A, "Terms of Reference" which is made an integral part of this Contract.
- (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified in the table below:¹

[insert amount and currency] per month over the contract period upon the Client's receipt of the services as per the scope of activities in Annex A, acceptable to the Client.

C. Payment Conditions

Payment shall be made in Jamaican dollars, no later than 30 days following submission by the Consultant, and such period to include approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex A.

4. Project Administration

A. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified below:

For the Client:

For the Consultant:

B. Coordinator

The Client designates Mr./Ms. *[insert name]* as the Client's Coordinator; the Coordinator will be responsible for the coordination of activities under

¹ Modify, in order to reflect the output required, as described in Annex B.

this Contract, for approval of the reports and of other deliverables on behalf of the Client and for approving invoices for the payment.

C. Reports

The reports listed in Annex B, “Consultant's Reporting Obligations”, shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

Payments are certified after the Mr./Ms. *[insert name]* authorizes that the deliverables have been completed satisfactorily.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed, or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyse same, make comments, require revisions and/or corrections, or to accept it.

6. Relation between the parties

None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives, and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.

- 7. Confidentiality** The Consultant shall not, during the term of this Contract and within three (3) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, upon the Client's prior written consent.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Jamaica, and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Eligibility**
- a) The Consultant shall have the nationality of a Bank's member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:
- An individual** is considered to be a national of a member country of the Bank if he/she meets either of the following requirements:
- (a) is a citizen of a member country; or
 - (b) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.

- b) In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacturing, processing, or assembly another commercially recognized article results that differs substantially in its basic characteristics, function, or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labelled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes, or sells the goods, does not determine the origin of the goods.

The Consultant shall submit the form "Eligibility and Integrity Certification" (Annex C), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

- c) The Consultant declares that he/she is not part of the regular or temporary staff of the institution or

company which is the beneficiary of the Services or has belonged to such institution or company within the six months prior to one of the following dates: (i) that of the presentation of the application for the loan or technical cooperation to the Bank; or (ii) that of the selection of the Consultant. The Consultant declares that he/she has not been a member of the staff of the Bank during the last two years with direct participation in the operation to which the hiring of these consulting services is related.

14. Conflict of Interest

The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Client to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
- (b) Agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- (c) Agrees during the term of this Contract, not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of the Client's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract

15. Prohibited Practices

The Bank requires compliance with its Applicable Policies in regard to prohibited practices as set forth in Attachment 1.

16. Termination/Cancellation of the Contract

16.1 Without constituting a breach of contract by either party, the present contract may be terminated based on agreement between both parties.

16.2 Additionally, without constituting a breach of contract by either party, the present contract may be terminated for the following reasons:

By the Client

16.2.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause:

- i) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) working days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii) If the Consultant fails to comply with any final decision reached as a result of dispute resolution proceedings pursuant to Clause 12 within a reasonable time as specified by the Client but no more than 30 days.
- iii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or impractical as reasonably to be considered impossible under circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strike lockouts or other industrial action, confiscation or any other action by Government agencies.
- iv) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- v) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

By the Consultant

16.2.2 The Consultant may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- iii) If the Client fails to comply with any final decision reached as a result of dispute resolution pursuant to Clause 12 within a reasonable time but no more than 30 days.
- iv) If the Consultant in its sole discretion and for any reason whatsoever, decides to terminate this Contract. The Consultant is obligated to ensure that all work outputs, and property are returned to the client and that a detailed step by step guide is submitted for all activities.

16.3 In all cases, the Client will inform the Bank of the termination of the contract.

17. Payment Upon Termination

Upon termination of this Contract, the Client shall make payments to the consultant only for services the client has deemed to be satisfactorily performed up to the effective date of termination. The calculation of the sum to be paid shall be on a pro rata basis.

18. Amendments

The Legal Representative of the Client will be the **Permanent Secretary** or the person he or she delegates, for the purpose of the signature of the present Contract or of any modification in the terms of same that may be necessary. The Client's Authorized Representative is delegated for any modifications or variations of the terms and conditions of this Contract that may be necessary.

The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank's no objection, prior to any modification of the Terms of Reference and the contractual clauses. All requests for modifications or variations, by both parties, to the terms and conditions of the contract must be made in writing.

If at any time during performance of the Contract, the Consultant should encounter conditions impeding timely delivery of the Related Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

19. Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in written and signed by or on behalf of the party giving it. Any such notice, request or consent shall be deemed to have been made when delivered in person to the party or authorized representative of the party to whom the communication is addressed, or when sent by registered mail, to the registered business as may be notified by that party from time to time in accordance with this clause; or when sent by electronic mail or other forms of electronic communication, to the correct electronic address of the party to whom it is being sent as may be notified but that party from time to time in accordance with this clause.

In the case of personal delivery, the notice, request, or consent will be deemed to have been received at the time of delivery to the registered address of the party to whom the notice, request, or consent is being sent or to such other address as is notified by that party to the sending party. In case of a notice, request, or consent being sent by registered mail, it will be deemed to have been received five (5) days after the date of posting of that notice.

In the case of notice, request, or consent being sent by electronic communication, it will be deemed to have been received twenty-four (24) hours after the date and time of the sending of the notice, request or consent to the electronic address provided by the party.

The term “in writing” means a communication in hand or machine written type and includes messages by facsimile, email and other electronic forms of communications with proof of receipt.

“Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.

The mutual rights and obligations of the Client and the Consultant shall be as set forth **in** the Contract, in particular:

- a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR THE CLIENT:

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____

FOR THE CONSULTANT:

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____

Section 5.

Eligible Countries and Territories

ELIGIBLE COUNTRIES/TERRITORIES

A Consultant, and all parties constituting the Consultant, shall be nationals of member countries of the Bank. Consultants from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. This section lists the Bank's member countries, as well as the criteria to determine the nationality of Consultants and the country of origin of goods and consulting services.

“Eligible countries are: Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, and United States, Uruguay and Venezuela.

Eligible Territories are:

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China”

Nationality and origin of Goods and Services Criteria

The policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods and services. For these determinations, the following criteria shall be used:

(A) Nationality.

- a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
 - i. is a citizen of a member country; or
 - ii has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
- b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - i. is legally constituted or incorporated under the laws of a member country of the Bank; and
 - ii. more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a joint venture and all subcontractors must meet the nationality criteria set forth above.

(B) Origin of Services.

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services, and to consulting services.

Prohibited Practices

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank² all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
 - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
 - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) An "obstructive practice" which is:
 - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.
 - (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual

² [Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions](#) among the IFIs are available [on](#) the Bank's website (www.iadb.org/integrity).

bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated³ sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the

³ A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

- (g) If the Borrowers procures goods or services, works or consulting services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

2. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;

- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

Section 6.

Evaluation Criteria

**MINISTRY OF NATIONAL SECURITY
EVALUATION/ ASSESSMENT SHEET
Forensic Psychiatrist Consultant
SECURITY STRENGTHENING PROJECT (SSP)**

Date: _____

Name of Candidate: _____

Assessor: _____

#	CRITERIA	MAX Points	Points Awarded	Comments
1.	Specific Qualifications of the Candidate Relevant to the Assignment as Outlined in Terms of Reference:	25		
	Post Graduate Qualifications in either Forensic Psychiatry or General Psychiatry from a reputable College or University (e.g., Doctor Medicine (DM) in Psychiatry, Fellow of American or Royal College of Psychiatry or Direct Post Graduate training in Psychiatry).	25		
2.	Specific Experience of Candidate as Described in the Terms of Reference	45		
	At least 10 years' experience in Forensic Psychiatry First-hand experience in the Jamaican Criminal Justice/Correctional Services/Penal System would be a welcomed asset. a) 10 or more years – 20 points b) 6 - 9 years – 15 points c) 1- 5 years – 10 points	20		
	Expertise in diagnosis and management of mental disorders, including use of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5)	15		
	Familiar with and display high level competence in matters related to Government/Court Protocols in the treatment of Offenders with Mental Illness	10		
3.	Problem Solving and Technical Skills:	20		
	Previous experience in the design and implementation of implementing similar programme.	5		

#	CRITERIA	MAX Points	Points Awarded	Comments
	Experience undertaking multilateral funded projects	5		
	Working computer proficiency, including the ability to utilize MS Office Suite.	5		
	Excellent problem-solving skills.	5		
4.	Customer Service, Time Management and Interpersonal Skills:	10		
	Excellent communication skills and relationship management.	5		
	Excellent strategic leadership and management skills with analytical and strategic thinking;	2		
	Proven track record of working effectively within multi-disciplinary teams.	3		
	TOTAL POINTS	100		Minimum Pass Mark: 70%

Strongly Recommended ☐ Recommended ☐ Possible ☐ Not Recommended ☐

Comments (including overall suitability)

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.....

Signature of Assessor_____

Date _____