RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Regional Contracting and Materiel Services / Régional de Contrats et de gestion du Matériel Ontario Region / Region de l'Ontario Correctional Service of Canada / Service correctionnel du Canada Danielle.murdoch@csc-scc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Service Correctionnel du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s). **Comments — Commentaires :**

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT" « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # - Nº de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

l'invitation	. de	Date:
21415-24-3842207/B		January 19, 2022
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GETS Reference No.	Nº do P	ófórongo do SEAC
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at $/a: 14:00$ hrs DST		
on / le: Tuesday, Fe		2022
F.O.B. — F.A.B.	, 51 dai y 0, 1	
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Address Enquiries to	— Soumett	tre toutes questions à:
Danielle Murdoc	h, A/Regior	nal Contract Administrator
E-mail: <u>danielle.</u>	murdoch@c	<u>csc-scc.gc.ca</u>
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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> (CSP) of Public Works and Government Services Canada website.

2. SACC manual clause A3080T (2021-11-29) – COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to contract award will render the bid non-responsive.

3. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

4. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

5. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman email Ombudsman website. For more information on OPO's services or to determine if your concerns

are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

This bid solicitation cancels and supersedes previous bid solicitation number 21415-24-3842202 dated September 10, 2021 with a closing of October 7, 2021 at 14 :00 hrs DST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, CSC will not accept bids submitted in hard copy or by facsimile.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: <u>2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one (1) electronic copy in PDF format

Section II: Financial Bid: one (1) electronic copy in PDF format – Not Applicable

Section III: Certifications: one (1) electronic copy in PDF format

2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

To facilitate bid evaluation, Bidders may use the Mandatory Requirements and Rated Technical Criteria Spreadsheet in Annex F to provide information needed to substantiate the training and experience claimed. It is not mandatory for Bidders to use the Mandatory and Rated Technical Criteria Spreadsheet to submit a bid. However Bidders are encouraged to do so to facilitate evaluation of their bid.

3. Section II: Financial Bid

Bidders do not have to submit a financial bid in response to this solicitation.

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

4. Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.1.2 Point Rated Technical Criteria

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

2. Basis of Selection

- 2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and

c. obtain the required minimum of 50% overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.

- 2.2 Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest total number of points will be recommended for award of a contract.
- 2.3 Where a bidder submits multiple resources, each resource must meet a), b) and c) of 2.1. CSC will determine the bidder's evaluated bid score (total number of points), by calculating an average of the point scores of the proposed resources for the technical evaluation criteria. If one proposed resource does not meet a) b) or c) then the entire bid will be declared nonresponsive.

For information purposes only, the table below illustrates an example of the calculation of the evaluated bid score for a bidder that has proposed two resources.

Resources included in Bid	Evaluated point score	Evaluated Bid Score
Resource 1	65/70	(Evaluated point score of
Resource 2	55/70	Resource 1: 65 points) + (Evaluated point score of Resource 2: 55 points) / 2 = 60 points

2.4 Tie-breaking method for identical bids:

If two technically compliant bids obtain the same total number of points, CSC will award the contract to the bid with the proposed psychiatrist having the most experience in providing care within a correctional facility.

If two technically compliant bids with the same number of points also have proposed psychiatrists with the same experience in providing care within a correctional facility, the contract will be awarded as follows:

a. Bid submitted by email: technically compliant bid that was received first according to the date and time the bidder transmitted the email to the CSC Contracting Authority as indicated in the email.

3. Insurance Requirements

- 3.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.
- 3.2 If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <u>Integrity Declaration Form</u>. Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 Integrity Provisions – Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.4 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

1.5 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

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

1.7 SACC Manual clause A3081T (2021-11-29) – COVID 19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

(a) fully vaccinated against COVID-19; or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

(c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by	(name of business) have been
notified of the vaccination requirements of the Government of	f Canada's COVID-19 Vaccination
Policy for Supplier Personnel, and that the	_ (name of business) has certified to
their compliance with this requirement.	

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature:	

Date:	_
-------	---

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

1.8 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.
- 1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 1.1.2 The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, **PWGSC**.
- 1.1.3 The Contractor/Offeror MUST NOT remove any **PROTECTED** information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
- 1.1.5 The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

CSC Approved Health Services Exemption for the Removal, Offsite Storage and Electronic Data Processing of Offender Personal Medical Information under CSC issued contracts.

- The Contractor/Offeror must practice and take measures to protect shared personal health information in accordance with the applicable legislation which governs the disclosure of personal and health information under federal and provincial laws, applicable provincial health information acts, and the provincial/territorial regulatory body's professional practice standards. This includes collection, receipt, transmission, storage, disposal, use and disclosure of information under its control among authorized persons of employees of the Contractor/Offeror.
- 2. In case of security breach or the unauthorized use of shared personal information, the Contractor/Offeror must notify the CSC Project Authority and implement all procedures and disclosure requirements as defined by their professional certifying body and those required of federal and provincial laws and regulations.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

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

3.3 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of February 21, 2022 to February 20, 2024.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 60 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced, for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Murdoch Title: A/Regional Contract Administrator Correctional Service Canada Branch/Directorate: Ontario Region Telephone: (613) 545-8266 Facsimile: (613) 536-4571 E-mail address: <u>danielle.murdoch@csc-scc.gc.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 **Project Authority**

The Project Authority for the Contract is:

Name:
Title:
Correctional Service Canada
Branch/Directorate:
Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:	
Title:	

Company: Address: Telephone: Facsimile: E-mail address:

6. Payment

6.1 Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates detailed in accordance with Annex B – Basis of Payment for work performed in accordance with the contract. Custom duties are excluded and Applicable taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor gauthority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

6.6 Electronic Payment of Invoices – Contract

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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

7. Invoicing Instructions

7.1 Psychiatric Services Invoices

The Contractor must submit invoices on a monthly basis.

Invoices must show:

- (a) the date, the name and address of the offender department, contract number, Procurement Business Number (PBN), and financial code(s);
- (b) details of the tasks performed, including but not limited to: inmate care; telephone consultation services for general practitioners (other than on-call); on-call and call-back services; attendance at meetings; and other services related to the provision of psychiatric care to inmates.
- (c) the number of hours spent performing each task;
- (d) the fixed hourly rate(s) in accordance with the Basis of Payment; and
- (e) the extension of the totals.
- (f) Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- (g) By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 7.2 If applicable, each invoice must be supported by a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- 7.3 Invoices must be distributed as follows:
- (a) The original and one (1) copy must be forwarded to the Project Authority for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled Authorities of the Contract.

8. Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the

Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General 4008 (2008-12-12), Personal Information;

(c) the General Conditions 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);

- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Criteria (Mandatory Requirements and Rated Technical Criteria);
- (h) Annex E, Insurance Requirements;
- (i) Annex F, Mandatory Requirements and Rated Technical Criteria Spreadsheet.
- (j) Annex G, National Essential Health Services Framework;
- (k) Annex H, Medical Practitioner By-Laws;
- (I) Annex I, Reference Form Proposed Psychiatrist
- (m) the Contractor's bid dated _____

11. Insurance

- 11.1 The Contractor must comply with the insurance requirements specified in Annex E Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 11.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

12.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

- 12.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 12.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 12.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

13. Closure of Government Facilities

- 13.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 13.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

14. Tuberculosis Testing

- 14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 14.3 All costs related to such testing will be at the sole expense of the Contractor.

15. Compliance with CSC Policies

- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

16. Health and Labour Conditions

16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

- 16.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

17. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 17.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 17.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 17.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 17.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

18. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at the Office of the Procurement Ombudsman email address, or by web at the Office of the Procurement Ombudsman website.

19. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's

services, please see the <u>Procurement Ombudsman Regulations</u> or visit <u>the Office of the</u> <u>Procurement Ombudsman website</u>.

20. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

21. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

1. Introduction:

1.1 The Correctional Service of Canada (CSC) Health Services require the services of a licensed physician with a specialty in psychiatry (referred to herein as a psychiatrist) for Millhaven Institution in the Ontario Region. The Contractor (psychiatrist) will provide psychiatric care services to offenders and collaborate with the inter-disciplinary health services team that includes, but is not limited to Nurses, Pharmacists, Nurse Practitioners, Social Workers, Dietitians, Dentists, Psychologists, and other medical and allied healthcare professionals.

2. Background:

- 2.1 CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), Section 86, as follows: "The Service shall provide every offender with essential health care and reasonable access to non-essential health care."
- 2.2 The Commissioner's Directives 800 series are the key references on essential health care services (physical health, mental health, health promotion).
- 2.3 The Health Services vision is "Providing quality integrated person-centred care."
- 2.4 The mission of Health Services is to provide offenders with efficient and effective health care that: is patient/family/support-centered; Encourages individual responsibility and patient self-management; Promotes healthy reintegration at discharge; and Contributes to safe communities.
- 2.5 During the period of incarceration, offenders are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.
- 2.6 Health services are provided in Primary Care Health Centres in Institutions; Regional Hospitals (inpatient medical care); and Regional Treatment / Psychiatric Centres (inpatient psychiatric care). Incarcerated offenders may have to go to the community for emergency services, specialized health care services and for hospitalization that cannot be managed in CSC's Regional Hospitals. In CSC, health care is provided by a wide range of regulated and non-regulated health professionals.
- 2.7 There are challenges practicing primary care medicine (physical and psychiatric) in a Canadian Federal Correctional environment, such as providing care in the context of various security levels and its related requirements.

3. Objective, Psychiatrist:

3.1 Provide and actively participate in the coordination of essential mental health services to offenders at Millhaven Institution as a psychiatrist. See Annex G for the National Essential Health Services Framework.

4. Performance standards:

- 4.1 The Contractor, in the provision of care, must apply The United Nations Standard Minimum Rules for the Treatment of Prisoners (the Nelson Mandela rules).
- 4.2 Recognizing the high lifetime prevalence of trauma among incarcerated persons, care should be provided in ways that recognize needs for physical and emotional safety, as well as choice and control in decisions affecting the offender's treatment.

- 4.3 Along with recognizing the gender, cultural, religious and linguistic differences of Offenders, the Contractor must particularly take into consideration the historical context of the lives of Canada's Indigenous peoples and be sensitive to the impacts of intergenerational trauma and the physical, mental, emotional and social harms experienced by Indigenous people.
- 4.4 The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable college of Physicians and Surgeons.
- 4.5 The Contractor must provide all services respecting federal and provincial legislation and standards, provincial and national and CSC Policy/Guidelines related to the provision of mental health and physical healthcare.
- 4.6 The Contractor must provide care in accordance with CSC's National Medical Advisory Committee and Medical Practitioner By-Laws governing Physicians, Dentists and Nurse Practitioners who provide Medical Care to Patients.
- 4.7 The relevant legislation and CSC Policy/Guidelines on medical care are available on CSC's intranet website referred to as "the HUB" and the Commissioner's Directives are available on CSC's website at <u>www.CSC-SCC.GC.ca.</u> The Contractor may request hard copies of relevant policies, guidelines and standards from the Project Authority. The Project Authority will forward all new relevant policies/guidelines to the Contractor via their CSC email account.
- 4.8 Documentation in CSC Electronic Health Care Records:
- a) In addition to the above noted policies, guidelines and standards, the Contractor must document all information relevant to the mental health services provided in the offenders' Electronic Health Care Records in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines and their Provincial Regulatory College. The Contractor must ensure that documentation is sufficient to communicate to other health care professionals the status of the patient (including special circumstances/requirements) and the next steps in treatment and follow-up.
- As a quality improvement measure, and as part of the Medical Practitioner Quality Improvement Review, the Contractor's documentation will be reviewed for quality, consistency and completeness.
- c) The Project Authority will provide an encrypted laptop to the Contractor for documentation in CSC's Electronic Health Care Records. The Project Authority will obtain all necessary CSC internal approvals and must comply with requirements for taking CSC assets off site. The Project Authority will also ensure the Contractor is aware of all CSC requirements regarding care and protection of CSC assets and IT security requirements including those associated with the use of Portable Data Storage Devices (encrypted laptops).
- d) The Contractor must obtain prior approval, in writing, from the Project Authority before collecting any data on offenders. The Contractor must specify what data would be collected and for what purpose.
- e) The Project Authority will provide a Government of Canada (GC) email address to the Contractor. The Contractor must comply with Identification Protocol Responsibilities specified in the contract. The Contractor must regularly monitor this GC email address on an ongoing basis and read email correspondence. The Contractor must communicate all matters that relate to offenders using this secure email address only.

- 5. Tasks:
- 5.1 The Contractor must provide mental health services to offenders with serious mental illness, as requested by the Project Authority, in accordance with the National Essential Health Services Framework including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.

These services include, but are not limited to the following:

- a) Assess and treat individual offenders;
- b) Participate in discharge and release planning as requested;
- c) Develop care plans and discharge summaries in accordance with mental health service delivery guidelines;
- Provide consultation to other health care providers to ensure continuity of care. This includes providing consultation to community mental health service providers and the prescribing physician if the offender is residing in the community;
- e) Provide consultation and advice on mental health services to the mental health team and/or institutional management as requested;
- f) Provide educational sessions as requested;
- g) Participate in meetings including Medical Advisory Committees, case conferences and other related activities as requested;
- h) Participate in CSC training, including orientation to CSC and risk assessment training as requested;
- Participate in the evaluation of the efficiency, quality and delivery of services, including, but not limited to, participation in medical audits, peer and interdisciplinary reviews, chart reviews and incident report reviews as well as the Accreditation process;
- Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested;
- k) Provide Telepsychiatry sessions (psychiatric services by videoconference) to offenders as requested and approved by the Project Authority.
- 5.2. The Contractor must act and provide care to offenders that meets the requirements set out in the Medical Practitioner By-Laws, under Duties Section in the Medical Practitioner Active Category, including any amendment to these By-Laws issued by CSC during the contract period and any optional period if and when exercised by CSC. See Annex H Medical Practitioner By-Laws.
- 5.3 Psychiatric Assessment Services:
- a) The Contractor must conduct assessments and submit assessment reports for sharing with third parties including the Parole Board of Canada as requested by the Project Authority.
- b) The focus of the reports will be evaluation of risks associated with the offender's mental health profile including the means to manage identified risks.
- c) The reports must include the following as a minimum:
 - i. Case formulation addressing criminogenic / risk relevant information associated with mental health profile and interview impressions;
 - ii. Clinical opinion; and
 - iii. Recommendations (treatment/risk management focused).
- d) The Contractor must prepare and submit assessment reports within 10 days of the interview or at the date agreed upon with the Project Authority or their delegate.

- e) The Contractor must submit all assessment reports in a typewritten format. Assessment reports will not normally exceed five pages in length
- f) The Contractor must explain to offenders the limits to confidentiality and obligations of the Contractor to CSC prior to providing any services and ensure that all reports are shareable with the offender.
- 5.4 The Contractor must visit incarcerated offenders in designated areas of the institution (including, but not limited to the Structured Intervention Unit, Health Care Unit, Living unit for older persons, Intake and Assessment Unit) as requested by the Project Authority or delegate. The Contractor may independently request to assess an offender in any condition of confinement.
- 5.5 Recommendations for non-formulary medication and Special Authorization items applicable to incarcerated offenders, only:
- a) The Contractor must:
 - i. Prescribe, administer and monitor medications according to the CSC National Drug Formulary;
 - ii. Request non-formulary medications in accordance with CSC's National Drug Formulary; and
 - iii. Request Special Authorization items in accordance with CSC's Essential Health Services Framework.
- 5.6 The Contractor must participate in an annual Medical Practitioner Quality Improvement Review with the respective Regional Psychiatrist Lead as laid out in Annex H - Medical Practitioner By-Laws.

5.7 Location of Work

The Contractor must provide psychiatric care to offenders on-site at the Millhaven Institution in the Ontario Region, mentioned under section 3, Objective.

Reflective of clinical need and in consultation with the Project Authority the Contractor may provide psychiatric care by telepsychiatry to offenders at MILLHAVEN INSTITUTION, in the Ontario Region

6. Grievance, Investigation Processes, Human Rights Complaints and Court Proceedings

- 6.1 The Contractor must participate in various CSC internal offender grievance/investigation/human rights complaints processes, or court proceedings that may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor must participate in interviews as a result of a offender grievance/investigation process.
- 6.2 At the request of the Project Authority, the Contractor must participate in provincial review boards and panels as well as CSC Boards of Investigation.
- 7. Services related to the provision of Health Services in CSC:
- 7.1 At the request of the Project Authority, the Contractor must assume a role as part of a Professional Advisory Committee, participate in credentialing, and review professional practice issues.
- 8. Notification Requirements:

- 8.1 The Contractor must notify the Project Authority of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide psychiatric services to offenders.
- 8.2 The Contractor must notify the Project Authority immediately of any significant complaints lodged against the Contractor.

9. Security:

9.1 The Project Authority and CSC Security must approve, in advance, all equipment including communication devices, the Contractor wishes to bring into the Institution.

9.2 **Contraband:** The Contractor shall ensure that all resources (including the Contractor and any backups) directly or indirectly providing services under this contract are familiar with Corrections and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 Code of Discipline.

The Contractor, and any backup resources provided by the Contractor, must not enter into any personal or work relationship with a offender. The Contractor, and or any backup resources provided by the Contractor must not give or receive any items to/from a offender. Such items may include, but are not restricted to the following: cigarettes, toiletry items, hobby items, drugs, alcohol, letters to or from offenders, money, weapons or items which could be used as weapons. Any person(s) found responsible for providing prohibited objects and/or contraband materials to offenders will be subject to immediate removal from the Institution or the Community Site and/or possible criminal charges. Such violations may lead to Canada terminating the Contract for default pursuant to the default provisions of the Contract.

9.3 The Contractor will be subject to local security requirements that can vary from moment to moment depending on offender activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

10. Language of work:

10.1 The Contractor must perform all work in English.

11. Meetings:

- 11.1 At the discretion of the Project Authority, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 11.2 At the request of the Project Authority, the Contractor must attend meetings at Regional Headquarters, National Headquarters or other locations.
- 11.3 The Contractor must attend Institutional and Community Health Services team meetings when requested by the Project Authority.
- 11.4 At the request of the Regional Director Health Services or designate, the Contractor must participate in teleconferences/videoconferences.

12. Reporting Requirements:

12.1 Telephone Consultation Services for General Practitioners: on a monthly basis, the Contractor must provide a list of the names of the general practitioners who requested a telephone consultation as well as the date of the call.

- 12.2 At any time, the Project Authority, through the Regional Psychiatrist Lead, may request that the Contractor report data on psychiatric services provided to offenders. This may include the use of reporting templates as provided by the Project Authority.
- 12.3 At the request of the Project Authority, through the Regional Psychiatrist Lead, the Contractor must produce or contribute to regional reporting.
- 12.4 As part of CSC's accountability with respect to the delivery of health services, the Project Authority may request, through the Regional Psychiatrist Lead, that the Contractor provide input into reports on health care delivery, including but not limited to mental health services.

13. Constraints:

- 13.1 Working within a correctional institutional environment:
- a) Psychiatrist must follow the United Nations Standard Minimum Rules for the Treatment of Prisoners (the Nelson Mandela Rules), *rule 46 (1)* such that "*Health-care personnel shall not have any role in the imposition of disciplinary sanctions or other restrictive measures. They shall, however, pay particular attention to the health of prisoners held under any form of involuntary separation, including by visiting such prisoners on a daily basis and providing prompt medical assistance and treatment at the request of such prisoners or prison staff.*"
- b) While the expectation is that medical practices in CSC institutions are generally consistent with community practice, because the care provided as part of this contract is within a prison setting, there are some differences with respect to practice. CSC policy and guidelines are developed in order to provide direction to health care professions regarding these differences
- c) Confidentiality:

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the mental health services provided to CSC. The Contractor must advise the Project Authority immediately if media have contacted them concerning mental health services provided to CSC.

14. Support to the Contractor:

14 .1 CSC will provide the supplies and equipment required for delivery of mental health services to offenders as determined and approved by the Project Authority and as applicable to the location(s) where services are provided.

15. Hours of Service Provision/Timely Access to Care:

- 15.1 The Project Authority, in collaboration with the Contractor, will establish the clinic hours at the start of the contract, subject to institutional requirements. The contractor must provide clinical care (direct and indirect) to inmates during institutional clinics for a total of up to 390 hours on an annual basis.
- 15.2 The Project Authority will allocate hours towards the Contractor's participation in quality improvement activities (such as policy and guideline development, providing educational sessions to CSC staff, meetings with lead primary care physician/psychiatrist, advising CSC on models of service delivery etc.). The Project Authority will not use the hours set-aside for clinical care for the Contractor to participate in quality improvement activities.

- 15.3 In institutional settings, in case of a lockdown, subject to safety/security approval, the Project Authority may ask that the Contractor see patients on a cell range or elsewhere in the institution.
- 15.4 In the event the Project Authority needs to delay or cancel a clinic or in the event of a lockdown (where the Contractor does not have any means to access patients elsewhere in the institution), and subject to the prior approval of the Project Authority, the Contractor must use the clinic time to complete Electronic Health Record (EHR) documentation, follow-up on lab/imaging/referral results, etc., provide feedback on guidelines and policies, provide inservice teaching to health services personnel or any other appropriate quality improvement initiative.
- 15.5 The Contractor must provide psychiatric assessment and treatment within 25 days of receipt of an offender referral.
- 15.6 For any absence less than five (5) days, the Contractor must give at least 24 hours notice when they will be unable to attend a clinic. The Project Authority may, at their sole discretion, reschedule the clinic or cancel it altogether.
- 15.7 If the Contractor has to cancel a clinic or has to be absent for a prolonged period of time, the Regional Psychiatrist Lead will assume responsibility for recommending a psychiatrist to provide interim or long-term replacement, subject to the approval of the Project Authority.
- 15.8 The Contractor must collaborate with the Project Authority, the Health Services Team and Correctional Staff to promote multidisciplinary teamwork and ensure safe, effective and efficient operation of clinics to attain quality standards and goals as agreed to at the National Medical Advisory Committee (NMAC).
- 15.9 The Project Authority, in collaboration with the Contractor, may adjust the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.
- 15.10 The Project Authority will notify the Contractor of any planned changes to clinic schedules a minimum of three months prior to the implementation of the changes. The clinic schedule changes may be implemented sooner by mutual agreement.

ANNEX B - Proposed Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

1.0 Contract Period (From February 21, 2022 to February 20, 2024)

1.1 Professional Fees

(a) Psychiatric Services:

The Contractor will be paid the all-inclusive firm hourly rate in Table (a) in the performance of this Contract for:

- A. the provision of clinical psychiatric care as described in Annex A Statement of Work, item 15.1; and
- B. the provision of other services related to the provision of psychiatric care in CSC facilities such as attendance at meetings, teleconferences/videoconferences, participation in offender grievances, investigations/human rights complaints processes, court proceedings and other services related to the provision of psychiatric care in CSC facilities;

Applicable Taxes are extra.

Table (a)								
RESOURCE NAME	ESTIMATED TOTAL LEVEL OF EFFORT (hours)	Total (in Cdn \$)						
	A. Total hours – clinical work (article 15.1 of the Statement of Work): up to 390 hrs per year	\$475.00	\$185,250.00 per year					
	B. Total hours – quality improvement initiatives and other services related to the provision of psychiatric care in CSC facilities: up to 4 hrs per year		\$1,900.00 per year					
	L	TOTAL	\$187,150.00 per year and \$374,300.00 for two year contract.					

2.00ption(s) to Extend the Term of the Contract

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the all-inclusive hourly rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Health and personal care for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

Adjusted rate = all-inclusive hourly rate + (all-inclusive hourly rate x % CPI increase for previous calendar year for Health and personal care)

The Contractor shall be paid the resulting adjusted firm all inclusive hourly rates, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

3.0 Cost Reimbursable Expenses

- **3.1** Canada will not accept any travel and living expenses for:
 - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
 - (b) Any travel between the Contractor's place of business and the Institution; and
 - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all-inclusive hourly rates specified in this annex.
- 3.2 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred to perform work requested by the Project Authority for:
 (a) travel to institutions other than those indicated under Annex A, Statement of Work, 3. Objective to provide offender care;
 - (b) travel related to offender grievances/human rights complaints and investigations processes and court proceedings, services related to the provision health services in CSC and attendance at meetings.
 - (c) travel to participate in meetings related to the delivery of care to inmates.

4.0 Applicable Taxes

- 4.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes unless otherwise indicated. The Applicable Taxes are extra to the price herein and will be paid by Canada.
- 4.2 The estimated Applicable Taxes of \$______ are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

5.0 Payment by Credit Card

- 5.1 Canada requests that bidders complete one of the following:
- () Government of Canada Acquisition Cards (credit cards) will be accepted for payment.

The following credit card is accepted: Master Card:_____

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment will not be considered as an evaluation criteria.



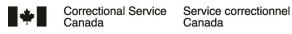
Annex C – Security Requirement Check List

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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DSD-ONT4561-HSEx

Contract Number / Numéro du contrat

21415-24-3842207

Security Classification / Classification de sécurité

Government of Canada

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Gouvernement du Canada

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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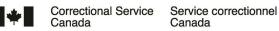
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Security Classification / Classification de sécurité

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Annex D Evaluation Criteria

1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria
 - Rated Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – Psychiatrist

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The proposed Psychiatrist must hold a current license in good standing to practise psychiatry from the provincial licensing body for physicians and surgeons in the province where services are to be provided.		
	Bidders should provide with their bid: a copy of their valid license a copy of a certificate of professional conduct issued by the proposed physician's College of physicians and surgeons		
	If the valid license, or certificate of professional conduct, or both, are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide them. Failure to provide the valid license, or certificate of professional conduct, or both within the timeframe provided will render the bid non- responsive		
M2	responsive. The proposed Psychiatrist must have successfully completed speciality training in psychiatry through a program accredited by the Royal College of Physicians and Surgeons of Canada or equivalent (including but not limited to the American Board of Psychiatry and Neurology, Royal Colleges of Physicans of the United Kingdom).		
	Bidders should provide a copy of their membership in or certification by the Royal College of Physicians and Surgeons of Canada or		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	equivalent, as a psychiatrist, with their bid.		
	If the valid membership, or certification is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide the membership, or certification within the timeframe provided will render the bid non-responsive.		
M3	The proposed Psychiatrist must meet the minimum requirements for Maintenance of Competence set by the Royal College of Physicians and Surgeons of Canada		
	Bidders should provide a copy of the proposed Psychiatrist's Transcript of continuing Professional Development (CPD) activities for the past 5 years, or from the time of graduation, if the proposed Psychiatrist has graduated less than 5 years prior to bid closing, from the Royal College of Physicians and Surgeons of Canada or equivalent (including but not limited to the American Board of Psychiatry and Neurology, Royal Colleges of Physicans of the United Kingdom).		
	If the valid Transcript of continuing Professional Development (CPD) activities is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide the Transcript of continuing Professional Development (CPD) activities within the timeframe provided will render the bid non-responsive.		
M4	The proposed Psychiatrist must have a minimum of six (6) months experience in providing psychiatric care in the last two (2) years prior		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	to bid closing. CSC will consider time spent providing psychiatric care during residency or fellowship training as work-related experience.		
	To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted: (a) Name of the proposed Psychiatrist's client or employer, (b) Start and end date of the engagement, (c) Short description of the work performed by the proposed Psychiatrist,		
	(d) Reference(s) with a current and valid telephone number and email address.		
M5	The proposed Psychiatrist must provide two completed and signed Reference Forms Proposed Psychiatrist (Annex X) from two different employers (chief of staff, director, supervisor, manager) with whom they have worked in the past 5 years prior to bid closing attesting to having satisfactory competence in each of the following: 1. Interpersonal communication with co- workers 2. Interpersonal communication with patients 3. Work habits and work ethics		
	If the two completed and signed Reference Forms Proposed Psychiatrist are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide them. Failure to provide the two completed and signed Reference Forms Proposed Psychiatrist within the timeframe provided will render the bid non-responsive.		



POINT RATED TECHNICAL CRITERIA

#	Point Rated Technical Criteria	Max Score	Bid Score	Rationale for Score
R1	The proposed Psychiatrist will be rated on	10 points		
	experience in providing psychiatric care			
	(both assessment and treatment) to			
	offenders within a correctional facility or			
	community corrections at the provincial			
	or federal level within the past 10 years prior to bid closing (up to 10 points)			
	Less than 6 months = 0 points			
	6 months to 1 year = 2.5 points			
	more than 1 year to 1.5 year = 5 points			
	more than 1.5 year to 2 years = 7.5 points			
	more than 2 years = 10 points			
	To facilitate evaluation of their bid,			
	Bidders should include the following			
	<i>information for the experience submitted:</i> (<i>a</i>) name of the proposed Psychiatrist's			
	<i>client or employer,</i>			
	(b) start and end date of the engagement,			
	(c) at least one reference who can be			
	contacted to confirm the experience			
	claimed with the current and valid telephone number and email address.			
R2	Points will be awarded to the proposed	15 points		
	Psychiatrist for specialized postgraduate	-		
	subspeciality training, certification or			
	accredited training in the following			
	clinical areas relevant to work within a			
	Correctional Facility. (up to 15 points)			
	7.5 points will be awarded if the			
	proposed Psychiatrist has completed a			
	subspecialty fellowship or PhD in any of			
	the following clinical areas.			
	5 points will be awarded if the proposed			
	Psychiatrist has completed a Masters			
	degree in any of the following clinical			
	areas.			
	1 point will be awarded per 250 hours of			
	documented continuing medical			
	education in the past 5 years prior to bid			
	closing in the following clinical areas.			
	Bidders can provide a transcript of			



	continuing professional development			
	activities from the Royal College of			
	Physicians and Surgeons of Canada to			
	substantiate the continuing medical			
	education claimed.			
	Forensic Psychiatry			
	Addiction Psychiatry			
	Complex co-morbidities			
	Concurrent Disorders			
	Trauma Disorders			
	Personality Disorders			
	Dual Disorders			
	Developmental Disorders			
	Fetal Alcohol Spectrum Disorder			
	Neuropsychiatry			
	Acquired Brain Injury			
	Suicide Prevention			
	Consult Liasion Psychiatry (HIV, pallliative			
	care) Geriatric Psychiatry			
	Cognitive Disorders			
	Pain Management			
	Rehabiltiation Psychiatry			
	Chronic Care			
	To facilitate evaluation of their bid, Bidders			
	should include the following information for			
	the training submitted:			
	(a) the title of the fellowship program,			
	training course or certificate program			
	(b) the name of the academic institution or training provider			
	(c) the number of hours of training			
	(d) the date of completion of the training			
	(e) a short description of the training			
	subject matter and contents			
	(f) if applicable, a copy of the diploma or			
	certificate to be provided with the bid.			
R3	The proposed Psychiatrist will be rated on	15 points		
	clinical experience acquired in the past 10			
	years prior to bid closing in providing			
	psychiatric care related to the following			
	areas of psychiatry revelant to offenders			
	(up to 15 points):			
	Forancia Dauchistry			
	Forensic Psychiatry			
	Addiction Psychiatry Complex co-morbidities			
	Complex co-morbialities Concurrent Disorders			
	Trauma Disorders			
	Personality Disorders			
	i croutality Disolucio			

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	Dual Disorders			
	Developmental Disorders			
	Fetal Alcohol Spectrum Disorder			
	Neuropsychiatry			
	Acquired Brain Injury			
	Suicide Prevention			
	Consult Liasion Psychiatry (HIV, palliative			
	care)			
	Geriatric Psychiatry			
	Cognitive Disorders			
	Pain Management			
	Rehabiltiation Psychiatry			
	Chronic Care			
	1 point will be awarded per year of			
	1 point will be awarded per year of			
	experience in any of the above areas of psychiatry to a maximum of 3 points per			
	area, up to a total of 15 points.			
	To facilitate evaluation of their bid,			
	Bidders should include the following			
	information for the experience submitted:			
	(a) name of the proposed Psychiatrist's			
	client or employer,			
	(b) start and end date of the engagement,			
	(c) a short description of the clinical			
	experience acquired by the proposed			
	Psychiatrist			
	(d) at least one reference per project who			
	can be contacted to confirm the			
	experience claimed with the current and			
	valid telephone number and email			
R4	<i>address.</i> The proposed Psychiatrist will be rated on	10 points		
114	projects where they were leading or	to points		
	participating in Quality Initiatives			
	undertaken related to health care in the			
	following areas, within the last 10 years			
	prior to bid closing:			
	Improving clinic flow			
	Assessing the impact of a new team model			
	Setting service standards			
	Establishing patients's medical home			
	model			
	Doints will be awarded as follows we take			
	Points will be awarded as follows up to a maximum of 10 points:			
	maximum of 10 points:			
	5 points will be awarded for leading a QI			
	initiative;			
	2 points will be awarded for participating			
	in, but not leading, a QI project			

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	To facilitate evaluation of their bid,		
	Bidders should include the following		
	information for each project submitted:		
	(a) a short description of the project		
	(b) the name of the proposed		
	Psychiatrist's client or employer		
	(c) the start and end dates of the project,		
	(d) details about the work performed by		
	the proposed Psychiatrist on the project		
	(e) at least one reference per project who		
	can be contacted to confirm the		
	experience claimed (with the current and valid telephone number and email address		
R5	The proposed Psychiatrist will be rated on	10 points	
NJ	projects where they provided education or	to points	
	training in the following areas relevant		
	correctional psychiatry and mental health		
	within the last 10 years prior to bid		
	closing (up to 10 points):		
	Forensic Psychiatry		
	Addiction Psychiatry		
	Complex co-morbidities		
	Concurrent Disorders		
	Trauma Disorders		
	Personality Disorders		
	Dual Disorders		
	Developmental Disorders		
	Fetal Alcohol Spectrum Disorder		
	Neuropsychiatry		
	Acquired Brain Injury		
	Suicide Prevention		
	Consult Liasion Psychiatry (HIV, pallliative		
	care)		
	Geriatric Psychiatry		
	Cognitive Disorders		
	Pain Management		
	Rehabiltiation Psychiatry		
	Chronic Care		
	1 point will be awarded for every 10 hours		
	of education, supervision or training		
	provided by the proposed Psychiatrist up		
	to a total of 10 points.		
	To facilitate evaluation of their bid,		
	Bidders should include the following		
	information for each project submitted:		
	(a) the name of the proposed		
	<i>(a) the name of the proposed</i> Psychiatrist's client or employer		
	(b) the start and end dates of the project,		
	ΙΝΙ ΤΝΡ START ΑΝΑ ΡΝΑ ΑΑΤΡς ΑΤ ΤΝΡ ΝΓΑΙΡΟΤ		



	 (c) a short description of the education or training provided by the proposed Psychiatrist, including the subject matter. (d) at least one reference per project who can be contacted to confirm the experience claimed with the current and valid telephone number and email address. 			
R6	The proposed Psychiatrist will be rated on research projects or publications in the following areas relevant to correctional psychiatry and mental health care (excluding research or publications done as a requirement for a course of study) within the last 10 years prior to bid closing, (up to 10 points):	10 points		
	Forensic Psychiatry Addiction Psychiatry Complex co-morbidities Concurrent Disorders Trauma Disorders Personality Disorders			
	Dual Disorders Developmental Disorders Fetal Alcohol Spectrum Disorder Neuropsychiatry Acquired Brain Injury Suicide Prevention			
	Consult Liasion Psychiatry (HIV, pallliative care) Geriatric Psychiatry Cognitive Disorders Pain Management Rehabiltiation Psychiatry			
	Chronic Care Up to 5 points will be awarded as follows for each area relevant to correctional psychiatry and mental health care up to a total of 10 points			
	5 points : the proposed Psychiatrist was the principal investigator of research published in a peer reviewed journal.			
	4 points : the proposed Psychiatrist was the principal investigator of research published in a non-peer reviewed journal; OR the proposed Psychiatrist was co- investigator of research published in a			
	peer reviewed journal;			



the proposed Psychiatrist was the first		
the proposed Psychiatrist was the first		
author of a non-research related article in		
a peer reviewed journal.		
3 points : the proposed Psychiatrist was		
co-investigator of research published in a		
non-peer reviewed journal;		
OR		
the proposed Psychiatrist was co-author of		
non-research related article published in a		
peer reviewed journal.		
2 points : the proposed Psychiatrist was		
co-author of a non-research related article		
published in a non-peer reviewed journal.		
1 point : the proposed Psychiatrist wrote a		
letter to the editor or book review in a		
peer reviewed journal.		
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To facilitate evaluation of their bid,		
Bidders should include the following		
information for each research project or		
publication submitted:		
(a) a short description of the project or		
title of published article,		
(b) the name of the client or publication		
(c) the start and end dates of the project		
or date at which the article was published		
(d) details about the research performed		
by the proposed Psychiatrist on the		
project or a description of the article.		



1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - I) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,



Canada

the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-2.2 defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

3. Medical Malpractice Liability Insurance:

- 3.1The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- a) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$5,000,000.00 if the Contractor, or the Contractor's resource, is a member of the Canadian Medical Protective Association (CMPA).
- b) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00 if the Contractor, or the Contractor's resource, is not a member of the Canadian Medical Protective Association (CMPA).
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

ANNEX F – Mandatory Requirements and Rated Technical Criteria Spreadsheet

MA	NDATORY REQUI	REMENTS					
M1	The proposed psychiatrist must hold a current license in good standing to practice psychiatry from the provincial licensing body for physicians and surgeons in the province where services are to be provided.						
	Bidders should provide with their bid: a copy of their valid license						
	a copy of a certificate of professional conduct psychiatrist's College of physicians and surged						
	If the valid license, or certificate of professional submitted as requested, the Contracting Author of a time frame within which to provide them. If license, or certificate of professional conduct, of timeframe provided will render the bid non-res	brity will inform the Bidder Failure to provide the valid for both within the					
M2	The proposed Psychiatrist must have success training in psychiatry through a program accre College of Physicians and Surgeons of Canad but not limited to the American Board of Psych Royal Colleges of Physicans of the United Kin	dited by the Royal a or equivalent (including iatry and Neurology,					
	Bidders should provide a copy of their membe the Royal College of Physicians and Surgeons as a psychiatrist, with their bid.						
	If the valid membership, or certification is not s the Contracting Authority will inform the Bidder which to provide it. Failure to provide the mem within the timeframe provided will render the b	r of a time frame within bership, or certification					
M3	The proposed Psychiatrist must meet the mini Maintenance of Competence set by the Royal and Surgeons of Canada						
	Bidders should provide a copy of the proposed of continuing Professional Development (CPD years, or from the time of graduation, if the pro- graduated less than 5 years prior to bid closing of Physicians and Surgeons of Canada or equ limited to the American Board of Psychiatry an Colleges of Physicans of the United Kingdom)) activities for the past 5 posed Psychiatrist has g, from the Royal College ivalent (including but not id Neurology, Royal					
	If the valid Transcript of continuing Professiona activities is not submitted as requested, the Co inform the Bidder of a time frame within which provide the Transcript of continuing Profession activities within the timeframe provided will ren responsive.	ontracting Authority will to provide it. Failure to nal Development (CPD)					
M4	The proposed psychiatrist must have a minimum of six (6) months experience in providing psychiatric care in the last two (2) years prior to bid closing. CSC will consider time spent providing psychiatric care during residency or fellowship training as work-	To facilitate evaluation of should include the followi experience subm itted:					
	related experience.	(a) Name of the proposed psychiatrist's client or employer:					

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		(b) Start and end date of the engagement:		
		or the engagement.		
		From (YYYY-MM-DD):		
		To (YYYY-MM-DD):		
		(c) Short description of the work performed by the proposed psychiatrist:		
		(d) Reference(s) with a current and valid telephone number and email address.		
		Name:		
		Telephone number or email address:		
M5	The proposed Psychiatrist must provide tw and signed Reference Forms Proposed F from two different employers (chief of stat supervisor, manager) with whom they have the past 5 years prior to bid closing attestin satisfactory competence in each of the foll 1. Interpersonal communication wi 2. Interpersonal communication wi 3. Work habits and work ethics If the two completed and signed Reference Proposed Psychiatrist are not submitted as Contracting Authority will inform the Bidd frame within which to provide them. Failu the two completed and signed Reference F Proposed Psychiatrist within the timeframe render the bid non-responsive.	Psychiatrist ff, director, e worked in ng to having owing: th co-workers th patients e Forms requested, the der of a time re to provide forms	·	



RATED TECHNICAL CRITERIA

	Rated Technical Criteria	Maximum Score	Bid Score	Rationale for Score
R1	The proposed Psychiatrist will be rated on experience in providing psychiatric care (both assessment and treatment) to offenders within a correctional facility or community corrections at the provincial or federal level within the past 10 years prior to bid closing (up to 10 points) Less than 6 months = 0 points 6 months to 1 year = 2.5 points more than 1 year to 1.5 year = 5 points more than 1.5 year to 2 years = 7.5 points more than 2 years = 10 points <i>To facilitate evaluation of their bid,</i> <i>Bidders should include the following</i> <i>information for the experience submitted:</i> (<i>a) name of the proposed Psychiatrist's</i> <i>client or employer,</i> (<i>b) start and end date of the engagement,</i> (<i>c) at least one reference who can be</i> <i>contacted to confirm the experience</i> <i>claimed with the current and valid</i> <i>telephone number and email address.</i>	10 points		
R2	 Points will be awarded to the proposed Psychiatrist for specialized postgraduate subspeciality training, certification or accredited training in the following clinical areas relevant to work within a Correctional Facility. (up to 15 points) 7.5 points will be awarded if the proposed Psychiatrist has completed a subspecialty fellowship or PhD in any of the following clinical areas. 5 points will be awarded if the proposed Psychiatrist has completed a Masters degree in any of the following clinical areas. 1 point will be awarded per 250 hours of documented continuing medical education in the past 5 years prior to bid closing in the following clinical areas. Bidders can provide a transcript of continuing professional development activities from the Royal College of 	15 points		



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	Physicians and Surgeons of Canada to			
	substantiate the continuing medical			
	education claimed.			
	Forensic Psychiatry			
	Addiction Psychiatry			
	Complex co-morbidities			
	Concurrent Disorders			
	Trauma Disorders			
	Personality Disorders			
	Dual Disorders			
	Developmental Disorders			
	Fetal Alcohol Spectrum Disorder			
	Neuropsychiatry			
	Acquired Brain Injury			
	Suicide Prevention			
	Consult Liasion Psychiatry (HIV, pallliative			
	care)			
	Geriatric Psychiatry			
	Cognitive Disorders			
	Pain Management			
	Rehabiltiation Psychiatry			
	Chronic Care			
	To facilitate evaluation of their bid, Bidders			
	should include the following information for			
	the training submitted:			
	(a) the title of the fellowship program,			
	training course or certificate program			
	(b) the name of the academic institution or			
	training provider			
	(c) the number of hours of training			
	(d) the date of completion of the training			
	(e) a short description of the training			
	subject matter and contents			
	(f) if applicable, a copy of the diploma or			
	certificate to be provided with the bid.			
R3	The proposed Psychiatrist will be rated on	15 points		
	clinical experience acquired in the past 10			
	years prior to bid closing in providing			
	psychiatric care related to the following			
	areas of psychiatry revelant to offenders			
	(up to 15 points):			
	-			
	Forensic Psychiatry			
	Addiction Psychiatry			
	Complex co-morbidities			
	Concurrent Disorders			
	Trauma Disorders			
	Personality Disorders			
	Dual Disorders			
	Developmental Disorders			



Fetal Alcohol Spectrum Disorder Neuropsychiatry	
Acquired Brain Injury	
Suicide Prevention	
Consult Liasion Psychiatry (HIV, pallliative	
care)	
Geriatric Psychiatry	
Cognitive Disorders	
Pain Management	
Rehabilitiation Psychiatry	
Chronic Care	
1 maint will be assended non-seen of	
1 point will be awarded per year of	
experience in any of the above areas of	
psychiatry to a maximum of 3 points per	
area, up to a total of 15 points.	
To facilitate evaluation of their bid,	
Bidders should include the following	
information for the experience submitted:	
(a) name of the proposed Psychiatrist's	
client or employer,	
(b) start and end date of the engagement,	
(c) a short description of the clinical	
experience acquired by the proposed	
Psychiatrist	
(d) at least one reference per project who	
can be contacted to confirm the	
experience claimed with the current and	
valid telephone number and email	
address.	
R4 The proposed Psychiatrist will be rated on 10 points	
projects where they were leading or	
participating in Quality Initiatives	
undertaken related to health care in the	
following areas, within the last 10 years	
prior to bid closing:	
Improving clinic flow	
Assessing the impact of a new team model	
Setting service standards	
Establishing patients's medical home	
model	
Points will be awarded as follows up to a	
maximum of 10 points:	
5 points will be awarded for leading a QI	
initiative;	
2 points will be awarded for participating	
in, but not leading, a QI project	

	To facilitate evaluation of their bid,			
	Bidders should include the following			
	information for each project submitted:			
	(a) a short description of the project			
	(b) the name of the proposed			
	.,			
	Psychiatrist's client or employer			
	(c) the start and end dates of the project,			
	(d) details about the work performed by			
	the proposed Psychiatrist on the project			
	(e) at least one reference per project who			
	can be contacted to confirm the			
	experience claimed (with the current and			
	valid telephone number and email address			
R5	The proposed Psychiatrist will be rated on	10 points		
	projects where they provided education or	20 00000		
	training in the following areas relevant			
	correctional psychiatry and mental health			
	within the last 10 years prior to bid			
	closing (up to 10 points):			
	closing (up to 10 points):			
	Forensic Psychiatry			
	Addiction Psychiatry			
	Complex co-morbidities			
	Concurrent Disorders			
	Trauma Disorders			
	Personality Disorders			
	Dual Disorders			
	Developmental Disorders			
	Fetal Alcohol Spectrum Disorder			
	Neuropsychiatry			
	Acquired Brain Injury			
	Suicide Prevention			
	Consult Liasion Psychiatry (HIV, pallliative			
	care)			
	Geriatric Psychiatry			
	Cognitive Disorders			
	Pain Management			
	Rehabiltiation Psychiatry			
	Chronic Care			
	1 point will be awarded for every 10 hours			
	of education, supervision or training			
	provided by the proposed Psychiatrist up			
	to a total of 10 points.			
	To facilitate evaluation of the include			
	To facilitate evaluation of their bid,			
	Bidders should include the following			
	information for each project submitted:			
	(a) the name of the proposed			
	Psychiatrist's client or employer			
			1	
1	(b) the start and end dates of the project,			



	 (c) a short description of the education or training provided by the proposed Psychiatrist, including the subject matter. (d) at least one reference per project who can be contacted to confirm the experience claimed with the current and valid telephone number and email address. 			
R6	The proposed Psychiatrist will be rated on research projects or publications in the following areas relevant to correctional psychiatry and mental health care (excluding research or publications done as a requirement for a course of study) within the last 10 years prior to bid closing, (up to 10 points):	10 points		
	Forensic Psychiatry Addiction Psychiatry Complex co-morbidities Concurrent Disorders Trauma Disorders Personality Disorders			
	Dual Disorders Developmental Disorders Fetal Alcohol Spectrum Disorder Neuropsychiatry Acquired Brain Injury Suicide Prevention			
	Consult Liasion Psychiatry (HIV, pallliative care) Geriatric Psychiatry Cognitive Disorders Pain Management Rehabiltiation Psychiatry Chronic Care			
	Up to 5 points will be awarded as follows for each area relevant to correctional psychiatry and mental health care up to a total of 10 points			
	5 points : the proposed Psychiatrist was the principal investigator of research published in a peer reviewed journal.			
	4 points : the proposed Psychiatrist was the principal investigator of research published in a non-peer reviewed journal; OR the proposed Psychiatrist was co- investigator of research published in a			
	peer reviewed journal;			



OR		
the proposed Psychiatrist was the first		
author of a non-research related article in		
a peer reviewed journal.		
. The second		
3 points : the proposed Psychiatrist was		
co-investigator of research published in a		
non-peer reviewed journal;		
OR		
the proposed Psychiatrist was co-author of		
non-research related article published in a		
peer reviewed journal.		
2 points: the proposed Psychiatrist was		
co-author of a non-research related article		
published in a non-peer reviewed journal.		
1 point : the proposed Psychiatrist wrote a		
letter to the editor or book review in a		
peer reviewed journal.		
To facilitate evaluation of their bid,		
Bidders should include the following		
information for each research project or		
publication submitted:		
(a) a short description of the project or		
title of published article,		
(b) the name of the client or publication		
(c) the start and end dates of the project		
or date at which the article was published		
(d) details about the research performed		
by the proposed Psychiatrist on the		
project or a description of the article.		
project or a description of the article.		



ANNEX G - National Essential Health Services Framework

https://buyandsell.gc.ca/cds/public/2017/01/23/8921a69b8c06457ea41ee196bfb7b495/annex_f__ _national_essential_health_services_framework_-_bilingual.pdf



Canada

Correctional Service Service correctionnel Canada

Annex H – Medical Practitioner By-Laws



CHANGING LIVES. PROTECTING CANADIANS.



Correctional Service Canada MEDICAL PRACTITIONER BY-LAWS

NOVEMBER 2019

Canada Service Service correctionnel Canada Canada

Canada



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General

These Medical Practitioner By-Laws govern the Physicians, Dentists and Nurse Practitioners who provide Medical Care to Patients, and those Physicians and Dentists who also provide administrative leadership in relation to the organization and delivery of Health Services in Correctional Service Canada (CSC).

Amendments

These Medical Practitioner By-Laws shall be reviewed by the National Medical Advisory Committee (NMAC) at least once every 3 years or sooner if required. Any proposed amendment to the By-Laws shall be forwarded to the Medical Practitioners for comment. NMAC having received comments and after due consideration, will recommend an amendment to the Assistant Commissioner, Health Services (ACHS). The ACHS, if in agreement, will approve the amendment.

Confidentiality

Each Medical Practitioner shall respect and abide by CSC Directives, Policies, their respective College Policy and applicable Legislation or Regulatory requirement pertaining to confidentiality and privacy.

CSC Health Services Vision, Mission and Values

Vision

Improved offender health that contributes to the safety of Canadians.

Mission

We provide offenders with effective, efficient health services that:

- Are patient/family/support-centered;
- Encourage individual responsibility;
- Promote healthy reintegration; and
- Contribute to safe communities

Values

CSC's Values Statement guides behaviour, decision making and discretionary judgement in the Service.

CSC Medical Practitioners are expected to demonstrate the following shared, reciprocal values in all their interactions with offenders, colleagues, partners, stakeholders and the public:

- 1. Respect,
- 2. Fairness,
- 3. Professionalism,
- 4. Inclusiveness, and
- 5. Accountability.

National Medical Advisory Committee

Terms of Reference

Preamble

The Correctional Service of Canada (CSC) has undertaken to establish a collaborative and constructive partnership with CSC Primary Care Physicians, Psychiatrists, Dentists and Nurse Practitioners for the advancement of quality health services in CSC. Through the Office of the Assistant Commissioner, Health Services (ACHS), a National Medical Advisory Committee (NMAC) will be established.

Mandate

1) To provide advice and recommendations to the Assistant Commissioner, Health Services on all matters that pertain to Physicians, Dentists and Nurse Practitioners who are or who would be Medical Practitioner Members of CSC, and to provide advice on the quality and organization of health services to inmates.

Membership

Composition:

- 2) The following persons shall be members of the NMAC with voting privileges:
 - The National Medical Advisor; a)
 - b) The National Senior Psychiatrist;
- The National Lead Dentist; C)
- d) The Regional Physician Lead - Primary Care (5);
- The Regional Physician Lead Psychiatry (5), The Director General, Clinical Services and Public Health; e)
- f)
- The Director General, Mental Health Services; g)
- h) The Director, Pharmacy and Health Technology
- A Regional Director, Health Services Representative; i)
- An Executive Director, Treatment Centre Representative; and j) k) A Regional Manager, Clinical Services Representative.

Assistant Commissioner, Health Services:

The Assistant Commissioner, Health Services may choose to attend any NMAC meeting at their discretion.

Appointment of Members:

- 3) The National Medical Advisor will Chair the NMAC;
- 4) The Regional Director, Health Services, Executive Director Treatment Centre and the Regional Manager Clinical Services Representatives will be appointed by the Assistant Commissioner, Health Services. Appointment to these positions will be for a 3-year term and may be renewed once at the discretion of the ACHS.
- 5) In the event that a Regional Director, Health Services, Executive Director, Treatment Centre or a Regional Manager, Clinical Services Representative is unable to complete their term, the Assistant Commissioner, Health Services will appoint an interim representative to complete the term.

Roles and Responsibilities

The NMAC shall:

- Having regard for the Vision, Mission and Core Values of CSC, make recommendations to the Assistant Commissioner, Health Services concerning:
 - a) The selection of members of the Medical Practitioners;
 - b) The quality, organization and delivery of medical and dental care;
 - c) The promotion of the health of inmates through the attainment of appropriate and safe health care;
 - d) Policies respecting or impacting the Medical Practitioners and/or Dental Practitioners;
 - e) Promote the benefits of research and advise the CSC Research Branch on topics that would enhance the healthcare provided to CSC patients.
 - f) Identify educational topics and opportunities that will enhance clinical care and strengthen Medical Practitioner leadership.
- Advise the Assistant Commissioner, Health Services on any other matter referred to it by the Assistant Commissioner, Health Services.
- 8) The National Pharmacy and Therapeutics (NP&T) Committee shall provide reports and recommendations pertaining to CSC's National Drug Formulary to NMAC's review and to forward NMAC's recommendations to the ACHS.

Meetings

Frequency:

- The NMAC shall hold at least four (4) meetings in each fiscal year. At least two (2) of these meetings must be in person.
- 10) Meetings that are not held in person may be held by teleconference or videoconference.

Travel:

11) Pre-approval by CSC is required for all travel by NMAC members.

Location:

12) The in person meetings will normally be held in Ottawa, or in alternate locations that are most cost-effective.

Quorum:

13) The quorum of meetings of the NMAC is fifty percent plus one of both of the Medical Practitioners and Dental Practitioners, as well as the Administrative Leadership.

Decision Making Process:

- 14) Decisions made by NMAC will be by consensus; however, failing consensus, a simple majority vote will carry the decision, except for amendments to the Medical Practitioner By-Laws, which will require support of 14 members.
- Records of Decisions:
 - 15) The Chair will distribute Records of Decisions within 20 working days after each meeting for the review of the NMAC members.



Remuneration:

- 16) CSC assumes responsibility for paying travel and related expenses for members attending NMAC meetings and attending to committee business at the request of CSC, in accordance with the Treasury Board Secretariat and CSC contracting guidelines.
- 17) CSC also provides a per diem professional fee through a Contract / Memorandum of Understanding with each member. Members work within the "contract" parameters that specify meeting preparatory time and potential institutional visits.

Approved by the Assistant Commissioner, Health Services, November 21, 2019

Roles and Responsibilities

National Medical Advisor

The National Medical Advisor will be appointed by and accountable to the ACHS or their designate. The term of the appointment will be determined by the ACHS.

The National Medical Advisor Shall:

- Chair the National Medical Advisory Committee (NMAC);
- Develop and oversee the implementation/amendments of CSC's Medical Practitioner By-Laws
- Provide advice and recommendations on the organization, delivery, quality and safety of health services within CSC, with input from the NMAC;
- Review health issues related to inmate care as they arise and provide medical advice for CSC Health Services Senior Management;
- Provide advice on CSC Medical Directives and Guidelines;
- Advance the perspectives, advice and resource requirements of the Medical Practitioners within CSC;
- Promote and maintain a collaborative and constructive relationship between Medical Practitioners and CSC;
- Advise on the planning, recruitment, retention and roles of the Medical Practitioner workforce;
- Undertake an annual review with each Regional Physician Lead to support the fulfilment of the role and enhance their development;
- Provide advice on matters referred by the Assistant Commissioner Health Services or their representative;
- Provide advice and recommendations on matters of professional conduct of Medical Practitioners;
- Work with the Director of Pharmacy and Health Technology on matters pertaining to CSC's National Drug Formulary;
- Provide advice on medical professional issues, and act as liaison between CSC and various Medical Professional bodies across Canada when required to address professional practice issues and/or to seek advice on, for example, standards of practice and ethical standards.



National Senior Psychiatrist

The National Senior Psychiatrist will be appointed by and accountable to the ACHS or their designate. The term of the appointment will be determined by the ACHS.

Regional Physician Lead

The Regional Physician Lead is to provide oversight and leadership for their discipline specific medical practice within their region. The Regional Physician Lead will work in conjunction with the Regional & National Administrative Leadership and other members of the Healthcare Team to advance the healthcare of inmates.

The Regional Physician Lead will be responsible for:

- Reviewing qualifications and training of all proposed discipline specific physicians seeking to become Medical Practitioners;
- Advance the quality of medical care and treatment provided across their region by:
 - Facilitating Medical Practitioner involvement in quality of care reviews in collaboration with the Chief of Health Services, and Chief of Institutional Mental Health when requested by the National Medical Advisor;
 - b) Coordinating concerns and suggestions from Regional Institutional Medical Practitioner Members;
 - c) Engaging their specific Medical Practitioner Discipline Members within the region on the goals and priorities of CSC Health Services, and
- d) Seeking the input of discipline specific Medical Practitioner Members on new and revised CSC policies and procedures, as part of the consultation process and provide this feedback to the National CSC Medical Advisory Committee.
- Coordinate discussions with their discipline specific Medical Practitioner Members within their region on a biannual basis;
- Meet with each discipline specific Medical Practitioner Member (in person or via teleconference/videoconference) on an annual basis, or more frequently when needed to resolve an urgent matter;
- Identify issues of regional concern that may have national relevance;
- Participate as member of the National Medical Advisory Committee;
- Participate as member of the National Pharmacy and Therapeutics Committee;
- Work collaboratively with the National Medical Advisor and National Senior Psychiatrist to
 establish national Medical Practitioner Member Initiatives, as appropriate, in clinical care and
 education;
- The Director General, Clinical Services and Public Health (DGCSPH), the Director General, Mental Health, the National Medical Advisor and the National Senior Psychiatrist will schedule a Teleconference/Videoconference twice a year with each of CSC's Regional Health Leadership Teams to discuss Institutional and Regional specific issues, as well as enable the role of the Regional Physician Leaders.



Appointment:

The Assistant Commissioner, Health Services will appoint the Regional Physician Lead for Primary Care and for Psychiatry after consultation with the Regional Director, Health Services, the National Medical Advisor/National Senior Psychiatrist and respective Director General.

The appointment will be for a 3-year term that may be renewed to a maximum of three terms given satisfactory annual reviews.

Administrative Support:

The Regional Physician Lead will be provided administrative support to enable efficient and effective functioning of the position. The respective Regional Director, Health Services or Executive Director, Treatment Centre will be responsible to ensure that the appropriate adjustments are made to the clinical duties to enable fulfillment of the position, whilst ensuring that there is no impact on the clinical care of the patients.

Regional Medical Advisory Committee

Terms of Reference

Preamble

Medical Practitioner Members in each CSC region require an opportunity to enhance the delivery of care through the establishment of a collaborative and constructive partnership with CSC. A Regional Medical Advisory Committee (RMAC) will be established through the office of the Assistant Commissioner, Health Services (ACHS) and the Regional Director, Health Services (RDHS).

Mandate

1) To provide advice and recommendations to the Regional Director, Health Services on all matters that pertain to Physicians, Dentists and Nurse Practitioners who are or who would be Medical Practitioner Members of a CSC Region, and to provide advice and feedback on the quality and organization of health services to inmates to the National Medical Advisory Committee (NMAC) through the Chair of the Regional Medical Advisory Committee.

Membership

Composition:

- 2) The following persons shall be members of the RMAC with voting privileges:
- a) The Regional Physician Lead Primary Care;
- b) The Regional Physician Lead Psychiatry;
- A Primary Care Physician Representative; c)
- d) A Psychiatrist Representative
- A Dentist Representative; e)
- f) A Nurse Practitioner Representative;
- Regional Director, Health Services; g) h)
- Executive Director, Treatment Centre; and
- 1) Regional Manager, Clinical Services
- Regional Manager, Mental Health j)
- Ad hoc members at the discretion of the Chair k)

Appointment of Chair:

3) The Chair will rotate on a 3-year term basis between the Regional Physician Lead - Primary Care and the Regional Physician Lead – Psychiatry unless otherwise agreed upon in consultation with the Regional Director, Health Services.

Appointment of Members:

4) The Representation for the Physician/Dentist/Nurse Practitioner will be selected by the members of their respective disciplines. The selection process will be supported by the respective Regional Physician Leader. Each representative would serve a 3-year term renewable for a further term if supported by his or her members and the Chair of the RMAC.

Roles and Responsibilities

The RMAC shall:

- Having regard for the Vision, Mission and Core Values of CSC, make recommendations to the Regional Director, Health Services concerning:
- a) The quality, organization and delivery of medical and dental care;
- b) The promotion of the health of inmates through the attainment of appropriate and safe health care;
- c) Policies respecting or impacting the Medical Practitioner Members; and
- d) Identification and facilitation when possible on educational topics of regional interest.

Meetings

Frequency:

- 6) The RMAC shall hold at least two (2) meetings in each fiscal year.
- 7) Meetings may be held in person by teleconference or videoconference.

Travel:

8) Pre-approval by CSC is required for all travel by RMAC members.

Location:

9) An In-person meeting will normally be held at the most convenient and cost-effective location.

Quorum:

10) The quorum of meetings of the RMAC is fifty percent plus one.

Decision Making Process:

 Decisions made by RMAC will be by consensus; however, failing consensus, a simple majority vote will carry the decision.

Records of Decisions:

12) The Chair will distribute Records of Decisions within 20 working days after each meeting for the review by the RMAC members.

Administrative Support:

13) The Regional Director Health Services and Executive Director Treatment Centre will ensure that there is sufficient administrative support to enable the efficient and effective functioning of the committee.

Remuneration:

- 14) CSC assumes responsibility for paying travel and related expenses for members attending RMAC meetings and attending to committee business at the request of CSC, in accordance with the Treasury Board Secretariat and CSC contracting guidelines.
- 15) CSC also provides a per diem professional fee through a Contract / Memorandum of Understanding with each member. Members work within the "contract" parameters that specify meeting preparatory time and potential institutional visits.

Medical Practitioner

Professional Qualifications and Liability Protection

Individual Medical Practitioners shall provide proof of and maintain:

- License from the appropriate Provincial Regulatory College;
- Certification when appropriate by:
 - The College of Family Physicians of Canada; or
 - Royal College of Physicians and Surgeons of Canada; or
 - Registered as a Nurse Practitioner in the Province they are licensed in
- Liability protection coverage appropriate for the Medical Practitioner's Discipline and acceptable to CSC.

Medical Practitioner Categories

Active Medical Practitioner Category

Those Physicians, Dentists, Nurse Practitioners who provide care to CSC patients largely or wholly in CSC facility.

Consulting or Locum Category

Those Physicians, Dentists, Nurse Practitioners or other appropriately trained individuals who have specific skills or expertise that are required for good clinical care, which is usually provided in a community setting but may be required on an occasional basis within a CSC facility.

Active Category

Duties

A member of the Medical Practitioner Member shall:

- a) Maintain a satisfactory standard of professional Medical, Dental or Nurse Practitioner knowledge and ability in the fields of their practice;
- b) Enter and complete patient records in accordance with professional and regulatory guidelines;
 c) Work and communicate with and relate to others in a cooperative, collegial and professional
- manner to ensure effective and efficient continuity of care for each patient;
- d) Support quality improvement projects and attainment of Accreditation by CSC;
- e) Participate in a Mortality Review when requested by the Regional Physician Lead;
- f) Participate in an Annual Review with their respective Regional Physician Lead;

- g) Fulfill continuing professional educational requirements of their respective academic college and their provincial regulatory college;
- h) Adhere to highest standard of ethical conduct and behaviour;
- Act in accordance with the organization's Vision, Mission and Values, the Medical Practitioner By-Laws, Policies and any applicable Provincial Law or Legislative Requirements;
- j) Attend meetings of the Regional Medical Practitioners, if clinical duties allow and
 k) Have up to date inoculations or tests as may be required by CSC or in Provincial Law or Legislative Requirements.

Appointment and Re-Appointment

The following shall be considered in the appointment or reappointment of applicants to be a Medical Practitioner.

- CSC seek to appoint and re-appoint Medical Practitioners who wish to, or, have established a
 career in prison health;
- The applicant's training, expertise and potential to contribute to the Vision, Mission and Goals of CSC;
- A clinical focus or specialty interest that would enhance the health care of CSC's patient population;
- The applicant's ability to work in a challenging environment and to collaborate in a respectful and collegial manner with other Health Disciplines and Correctional Staff and Management;
- Initial appointment will be made considering the applicant's training, professional and academic
 qualifications, clinical expertise and ability to enable CSC to meet is Vision, Mission and Goals;
- Re-appointment will be made considering the Medical Practitioner Annual Review and their continued commitment to CSC's Vision, Mission and Goals;
- Have completed any training as required by CSC or in Provincial Law or Legislative Requirements at the time of appointment or re-appointment;
- The respective Regional Physician Lead Primary Care or Regional Physician Lead Psychiatry
 will provide input into appointments or re-appointments to the Assistant Commissioner, Health
 Services (ACHS); and
- The ACHS will approve all appointments and re-appointments to the Medical Practitioner Members.

Annual Review (AR)

- Each Active Medical Practitioner Member will participate in an Annual Review with their respective Regional Physician Lead (RPL). Dentists and Nurse Practitioners will meet with the Regional Physician Lead – Primary Care.
- After the completion of the Annual Review, the Regional Physician Lead will provide feedback to the Medical Practitioner to support their continued professional development.
- The Annual Reviews will enable the Regional Physician Lead to provide feedback to the Regional Director, Health Services and the National Medical Advisory Committee on the ability and capacity of the Medical Practitioner Members to provide safe quality health care to CSC's patient population.

The following is a list of matters that will be covered as part of an annual review, which may be in person or by teleconference/videoconference:

- Feedback from the member on their contribution to the delivery of quality care;
- The member's performance and delivery of:
 - **Clinical responsibilities** a)

c)

- Monitoring of patients together with timely completion of clinical record documentation b) On-call responsibilities, if applicable.
- Any quality of care or patient safety issues;
- Appropriate and efficient use of CSC Health Services resources;
- Support of and involvement in quality improvement and accreditation initiatives; ÷.
- Educational programs/conferences given and attended;
- Participation in any research study; 80
- The ability to work in a cooperative, collegial and professional manner with other Medical Practitioner Members, Nurses, Correctional Staff and Administrative Management;
- The ability to communicate with the patient and if appropriate the patient's family, as well as other members of the health care team;
- Compliance with CSC's Policies, Guidelines, Directives;
- Any health concern that may impact the member's ability to provide quality care;
- The member's participation in continuing professional development;
- Any considered or planned change in the member's level of service to CSC.

Human Resource Plan

- The NMAC will receive an annual update from the Regional Physician Leads on the capacity of the respective Medical Practitioner Members to meet the health care needs of CSC's patients.
- The NMAC will make recommendations to the ACHS on the planning, recruitment and retention of the Medical Practitioner workforce.

Professional Conduct

Individual Medical Practitioner Members shall meet the expectations for professional conduct and behaviour as defined in CSC's Code of Conduct and relevant Professional Code of Conduct, or Codes of Ethics. Conduct subject to a review includes but not limited to, acts, statements, professional or personal conduct, which:

- a) Exposes, or is reasonably likely to expose patients, or staff to harm or injury;
- b) Is or is reasonably likely to be detrimental to patient or staff safety in the delivery of quality care within CSC;
- c) Does, or is reasonably likely to constitute abuse;
- d) Results in imposition of sanctions by a College; or
- Is contrary to these By-Laws, CSC Directives, Policies and Procedures or relevant Provincial e) Law or Legislative Requirements.

Complaint against a Medical Practitioner Member

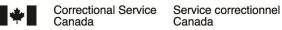
Any concern or complaint against a member of the Medical Practitioner Member respecting any matter set out above, or any other complaint shall be forwarded to the respective Regional Physician Lead and the site Chief of Health Services.

The affected Medical Practitioner Member is entitled to procedural fairness including but not limited to:

- Being provided a copy of the complaint/concern;
- Being afforded confidentiality consistent with CSC's procedures, or to the extent permitted by law;
- The right to respond;
- The opportunity for consensual dispute resolution;
- Being provided a copy of any recommendation, and the reasons leading to them.

If the complaint/concern cannot be solved informally by the Chief of Health Services or through a consensual dispute resolution, then the Regional Director, Health Services and the National Medical Advisor or the National Senior Psychiatrist will be informed.

The process to be subsequently followed will be agreed by the Regional Physician Lead, The National Medical Advisor or National Senior Psychiatrist, the Regional Director, Health Services, and be consistent with natural justice and CSC practices. This process would recognize that the Regional Director Health Services or Executive Director Treatment Centre holds the accountability for a Medical Practitioner Member employment status whether the individual Medical Practitioner is an employee or under Contract to CSC.



Annex I – Reference Form - Proposed Psychiatrist

The questions contained in this Reference Form must be completed by the Proposed Psychiatrist's present or previous employer, which may not be a family member of the Proposed Psychiatrist. The Proposed Psychiatrist must indicate the Reference's name, current contact telephone number and email address, company or organization and dates of employment for the Proposed Psychiatrist.

 Name of Proposed Psychiatrist:

 Project or position title and brief description:

 Start and end dates of project or position:

 Employer's title (if different from Reference):

 Reference's name and current phone number:

1. Rapport with Co-workers:

The Proposed Psychiatrist worked and interacted well with his/her peers and other health professionals in a clinical setting. The Proposed Psychiatrist was courteous to, and respectful of, his/her peers and other health professionals.

Please check only one of the following:

□ Yes □ No

If No, please provide details:

2. Rapport with Patients:

(i) The Proposed Psychiatrist contributed to a positive, productive service provider-patient relationship. That is, the Proposed Psychiatrist's patients tended to return to the Proposed Psychiatrist for further advice or guidance. The patients voiced approval of services rendered by the Proposed Psychiatrist. Please check only one of the following:

□ Yes □ No

If No, please provide details:



3. Work Habits and Work Ethics:

(i) The Proposed Psychiatrist was conscientious in the performance of his/her assigned tasks. The Proposed Psychiatrist was thorough in completing assigned tasks and completed them within set deadlines.

Please check only one of the following:

□ Yes □ No

If No, please provide details:

(ii) The Proposed Psychiatrist was never investigated, reprimanded or dismissed for inappropriate Internet usage, dishonesty, negligence, discrimination, harassment or other unethical behaviour in the workplace. Please check only one of the following:

□ Yes □ No

If No, please provide details:

I (the undersigned) hereby certify the information above to be true and accurate:

Name:		
Position:		
Address		
Telephone:		
Signature:		
Date:		
I have worked w	vith the Proposed Psychiatrist since:	