



Physician Agreement

THIS AGREEMENT made in duplicate this June 9, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch

(herein called the "**Province**")

OF THE FIRST PART

AND:

DR. PAUL BECKETT INC.

PO BOX 704 STN WHONNOCK MAPLE RIDGE, BC V2W0C9

(herein called the "**Contractor**")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
- (d) "Correction Act" means the *Correction Act*, SBC 2004, c. 46;

- (e) "Correction Act Regulation" means the *Correction Act Regulation*, B.C. Reg. 58/2005;
- (f) "Correctional Centre" has the same meaning as in the Correction Act;
- (g) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c 86;
- (h) "Facilities" means the premises, if any, described in the Schedule of Licenses attached hereto;
- (i) "Financial Administration Act" means the *Financial Administration Act*, RSBC 1996, c.138;
- (j) "Freedom of Information and Protection of Privacy Act" means the *Freedom of Information and Protection of Privacy Act*, RSBC, c. 165;
- (k) "Incorporated Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other materials in existence prior to the start of the Term or developed independently of this Agreement, whether complete or not, and that are incorporated into or embedded in the Produced Material by the Contractor or its subcontractors;
- (l) "Inmate" has the same meaning as in the Correction Act;
- (m) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the Schedule of Licenses attached hereto;
- (n) "Liaison Officer" means that employee of the Branch designated by the Assistant Deputy Minister for the purpose of liaising with the Contractor to ensure services are available and accessed in a timely and proper manner under this Agreement;
- (o) "Material" means, collectively, the Produced Material and the Received Material;
- (p) "Necessary Government Approvals" means the issuance by government (including Canada, the Province and municipalities) or any department, branch or agency thereof of all permits, licenses or approvals required for the Contractor to perform the Services and to use and operate all equipment, premises and facilities, if any, in connection therewith;
- (q) "Privacy Protection Schedule" means the Privacy Protection Schedule attached to this Agreement, as it relates to the Services provided under this Agreement;
- (r) "Produced Material" includes all Incorporated Material and all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or its subcontractors;
- (s) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (t) "Received Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or its subcontractors from the Province or any other person;
- (u) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (v) "Services" means the services described in the attached Schedule of Services;
- (w) "Society Act" means the *Society Act*, RSBC, c. 433;
- (x) "Standards" means those standards established or adopted by the Assistant Deputy Minister and detailed in the Schedule of Standards attached hereto and includes any amendments thereto;
- (y) "Term" means the period referred to in paragraph 3.02 of this Agreement;
- (z) "Treasury Board" means the board continued under the *Financial Administration Act*;
- (aa) "Warden" means with respect to each Correctional Centre, the warden of the facility;
- (bb) "Workers Compensation Act" means the *Workers Compensation Act*, RSBC 1996, c492.

REPRESENTATIONS AND WARRANTIES

- 2.01 The Contractor represents and warrants to the Province that:
- (a) all information, statements and documents submitted to the Province in connection with this Agreement are true and correct;
 - (b) it has obtained all necessary government approvals;
 - (c) it has received and read the Standards as well as any additional documents referred to in the Schedule of Standards; and
 - (d) it has received and read the privacy policies detailed in the Privacy Protection Schedule.
- 2.02 All representations and warranties made herein and all documents, proposals, submissions, and information provided by the Contractor are material and shall be deemed to have been relied upon by the Province, and shall survive the execution and delivery of this Agreement and continue in full force and effect so long as this Agreement remains in force.
- 2.03 Upon request from the Assistant Deputy Minister from time to time, the Contractor shall provide evidence satisfactory to the Assistant Deputy Minister that the representations and warranties set forth in paragraph 2.01 are true and correct.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on March 22, 2010 and ending on March 31, 2011.
- 3.03 If the parties to this Agreement agree to renew the Agreement, the term of this Agreement shall be extended, if necessary, until a new Agreement is executed.

CERTIFICATIONS AND QUALIFICATIONS

- 4.01 Where any Schedule attached hereto or any law or governing body having jurisdiction requires that any of the Services must be provided by:
- (a) a duly qualified, certified or licensed practitioner or professional; or
 - (b) a person with a certain qualification or level of training, competence or experience;
- the Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 4.02 The Contractor shall ensure that it and all personnel engaged by it hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing, and upon request from the Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.
- 4.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 5.01 The Contractor shall:
- (a) perform the Services to the reasonable satisfaction of the Assistant Deputy Minister;
 - (b) perform the Services to the standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
 - (c) use its best efforts to deliver the Services as contemplated by this Agreement, and to achieve the

goals and objectives of the Program(s), if any;

- (d) observe, perform and comply with the Standards, Security Procedures and those provisions of the statutes referred to in the Schedule of Standards that are applicable or have been designated by the Assistant Deputy Minister to be applicable to all or any part of the Services, the Facilities, the Program(s), or persons assigned to the Program(s);
- (e) unless otherwise provided in any of the Schedules attached hereto, report to the Liaison Officer any breaches or imminent or potential breaches of Security Procedures by persons assigned to the Program(s) or by any recipient of any of the Services, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

- 6.01 The Province shall make payments to the Contractor in the amounts, in the manner, and at the times and subject to the terms and conditions set out in the Schedule of Payments attached hereto, and the Contractor shall accept the same as full payment for providing the Services and full reimbursement for expenses incurred in connection therewith.
- 6.02 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 6.03 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf

GST CERTIFICATION

- 7.01 The Province certifies that the property and or services ordered and purchased under this Agreement are for the use of the Province and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

ENVIRONMENTAL PRACTICES

- 8.01 The Contractor shall take all reasonable steps to operate the Program and provide the services in an environmentally sensitive and safe manner including:
 - (a) reusing or recycling waste products which it uses or produces in providing the Program or Services; and
 - (b) wherever possible, using products which are environmentally safe.

RECORDS AND REPORTS

- 9.01 In connection with the provision of the Services the Contractor shall, unless otherwise specified in any of the Schedules attached hereto:
 - (a) keep a record of all dates and hours during which the Services are provided;
 - (b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same; and
 - (c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to employees.

The Assistant Deputy Minister shall have free access at all reasonable times to such records, invoices, receipts, vouchers, books of account, and supporting documents for the purposes of copying or auditing the same.
- 9.02 Where the Contractor is a society incorporated under the Society Act, it shall, as requested from time to time, provide the Assistant Deputy Minister with a copy of its most recent financial statements and annual report.
- 9.03 In addition to any information or reports required pursuant to any of the Schedules attached hereto, upon request, the Contractor shall:
 - (a) fully inform the Province of work that has been done and that remains to be done by or for the

Contractor in connection with the provision of the Services;

- (b) permit the Province at all reasonable times to inspect and examine any premises and equipment (including inventory and facilities, if any) used by the Contractor in connection with the provision of Services, and to review and copy any and all material; and
- (c) cooperate fully with the Province, in evaluating and assessing the efficiency, quality and delivery of the Services.

INDEPENDENT CONTRACTOR

- 10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province or the Assistant Deputy Minister.
- 10.02 Unless provided by the Province pursuant to the Agreement, the Contractor shall supply all materials, labour, equipment and supplies necessary to perform the services.
- 10.03 The Contractor shall not in any manner whatsoever commit the Province or the Assistant Deputy Minister to the payment of any money to any person, firm or corporation.
- 10.04 All personnel engaged by the Contractor for the purposes of this Agreement shall, throughout the Term, be the responsibility of the Contractor and not of the Province or the Assistant Deputy Minister, and without limiting the generality of the foregoing, the Contractor shall:
 - (a) ensure that all personnel observe, perform and comply with every provision of this Agreement that is applicable to any of the Services for which they are engaged by the Contractor;
 - (b) be solely responsible for the supervision and discipline of its personnel and the payment of all remuneration to its personnel;
 - (c) where the Contractor or its employees are required to be registered under the *Workers Compensation Act*, obtain such registration as is required under that Act and maintain it in good standing;
 - (d) pay any taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, workers compensation assessments and any other assessments, fees, or charges of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any government by virtue of the relationship between the Contractor and its employees or its subcontractors; and
 - (e) not do anything that would result in personnel hired by the Contractor or one of its subcontractors being considered employees of the Province.

INSURANCE

- 11.01 The Contractor represents and warrants that:
 - (a) it is, and at all times during the Term shall be, a member of and be insured under the Canadian Medical Protective Association; and
 - (b) the provision of the Services is within the coverage of the insurance provided to the Contractor by the Canadian Medical Protective Association.
- 11.02 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada:
 - (a) in relation to any Services provided by non-physician employees or subcontractors of the Contractor, maintain Professional Liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage. This insurance shall include the Province as an additional insured and shall include a cross liability clause. This insurance shall be primary and not require the sharing of any loss by any insurer of the Province; and
 - (b) in relation to Services provided at a location operated by the Contractor, maintain Comprehensive General Liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage. This insurance shall include the

Province as an additional insured and shall include a cross liability clause. This insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

- 11.03 The Contractor shall provide the Province with evidence of all required liability protection prior to the commencement of the Services and from time to time as requested by the Assistant Deputy Minister. Such evidence shall be:
- (a) in the case of insurance under the Canadian Medical Protective Association, in the form of certification that the Contractor is a member in good standing of the Canadian Medical Protective Association; and
 - (b) in the case of all other insurance, in the form of a completed Province of British Columbia Certificate of Insurance.
- 11.04 On the request of the Assistant Deputy Minister from time to time, the Contractor shall provide the Province with certified copies of insurance policies required under this Agreement.
- 11.05 All required insurance, with the exception of the coverage provided by the Canadian Medical Protective Association, shall be endorsed to provide the province with 30 days advance written notice of cancellation.
- 11.06 Comprehensive General Liability insurance shall further be endorsed to provide the province with 30 days advance written notice of any material change.
- 11.07 If, during the Term, the Contractor fails to maintain the insurance through the Canadian Medical Protective Association required by this Agreement, the Contractor shall obtain equal or greater insurance protection against acts of negligence and malpractice in respect of the provision of the Services (the "Replacement Insurance") so that the insurance through the Canadian Medical Protective Association or the Replacement Insurance is in place at all times during the Term.
- 11.08 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.09 The Contractor shall indemnify and save harmless the Province, its employees and agents, and the Assistant Deputy Minister from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province, its employees and agents, or the Assistant Deputy Minister may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts or omissions of the Province.

OWNERSHIP

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Assistant Deputy Minister on the Assistant Deputy Minister giving written notice to the Contractor requesting delivery of the same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement, unless otherwise provided in any of the Schedules attached hereto.
- 12.02 The Province shall own all property rights in the Material which are not intellectual property rights.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 The Province shall exclusively own all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor received from the Province, and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the Province's request, the Contractor shall deliver to the Province documents satisfactory to the Province, waiving in the Province's favour any moral rights which the Contractor or its employees, or a subcontractor or its employees may have in the Produced Material, and confirming the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 12.05 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor shall not without the prior written consent of the Assistant Deputy Minister:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) subcontract any obligation of the Contractor under this Agreement.
- 13.02 No subcontract entered into by the Contractor shall relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

CONFIDENTIALITY

- 14.01 The Contractor shall treat as confidential and shall not, without the prior written consent of the Assistant Deputy Minister, publish, release or disclose or permit to be published, released or disclosed at any time, whether before, upon or after the expiration or sooner termination of this Agreement, the Material, any patient information or any patient record, any personal information, or any confidential information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except insofar as such publication, release or disclosure is necessary for the Contractor to fulfil its obligations under this Agreement or to comply with the law of the Province or Canada.
- 14.02 In this Agreement information shall be deemed confidential where the following criteria are met:
- (a) the information is not found in the public domain;
 - (b) the information was imparted to the Contractor and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgment to be confidential;
 - (c) the Province has maintained adequate internal control to ensure information remains confidential.
- 14.03 The Contractor shall comply with all of the provisions of the attached Privacy Protection Schedule as well as all directions given by the Province under the Privacy Protection Schedule.

CONFLICT OF INTEREST

- 15.01 During the Term, the Contractor shall not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice does or may, in the reasonable opinion of the Assistant Deputy Minister, give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

DEFAULT AND TERMINATION

- 16.01 The Province may terminate this Agreement at any time, without cause, by giving at least 30 days written notice of termination to the Contractor.
- 16.02 If the Contractor fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Assistant Deputy Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement shall terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 17.01.
- 16.03 If this Agreement is terminated pursuant to paragraph 16.01 or 16.02, the Province shall be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for the Services provided to the date the said termination takes effect.

NOTICES

- 17.01 Any notice, consent, waiver, report, document, payment or material that either party may desire or be required to give or deliver to the other shall be conclusively deemed validly given or delivered to and received by the addressee on the date of delivery if delivered personally or, if mailed, on the fifth business

day after the mailing of the same in British Columbia by prepaid post addressed, as the case may be, to the Province, the Assistant Deputy Minister or an authorized representative, at the following address:
Debbie Hawboldt, A/Deputy Provincial Director
Corrections Branch
Ministry of Public Safety and Solicitor General
PO Box 9278 Stn Prov Govt
Victoria BC, British Columbia V8W 9J7
Fax: 250-952-6883

or, to the Contractor at the following address:

DR. PAUL BECKETT INC.
PO BOX 704 STN WHONNOCK MAPLE RIDGE, BC V2W0C9
Fax: 604-406-1248

- 17.02 Either party may, from time to time, give to the other written notice of any change of its address, and from and after the giving of such notice, the address therein specified shall, for the purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

NON-WAIVER

- 18.01 No provision of this Agreement and no breach, by either party, of any such provision shall be deemed to have been waived unless such waiver is in writing signed by the other party, which in the case of the Province shall be the Assistant Deputy Minister.
- 18.02 Either party's written waiver of any breach of any provision of this Agreement by the other party shall not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

APPROPRIATION

- 19.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement shall be subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board not having controlled or limited expenditure under any appropriation referred to in subparagraph (a), pursuant to the *Financial Administration Act*.

PROVINCIAL SERVICES

- 20.01 The Province shall:
- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Rules, Standards or Security Procedures that are applicable to the Services;
 - (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
 - (c) where not otherwise provided for in any Schedule attached hereto, and subject to available staff and resources of the Branch, assign a Contract Manager and a Liaison Officer for the purposes of contract management and liaison between the Branch and the Contractor; and
 - (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.
- 20.02 In the event that any license is to be granted by the Province to the Contractor to use the Facilities or the

CRIMINAL RECORDS REVIEW ACT

- 21.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 21.02 The Contractor must inform employees about the requirements of the CRRA if those individuals are employed in, or are applicants for employment in, a job that involves working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment, or in the practice of an occupation.
- 21.03 The Contractor must ensure that an employee does not work with children until the individual has submitted a signed criminal record check Authorization Form to the Contractor.
- 21.04 The Contractor must ensure that an individual who is an applicant for new employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 21.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA does not work with children. This may mean the employee is terminated, given leave, or offered other options that ensure that the employee does not work with children.



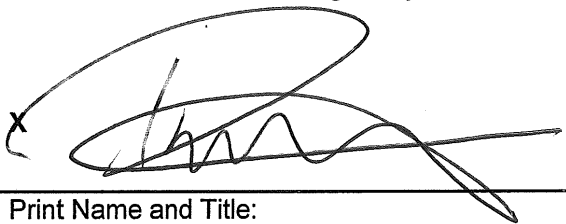
INTERPRETATION

- 22.01 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provision in the Schedule shall be inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
- 22.04 If any question arises regarding the applicability or interpretation of any Standards, Rules or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 22.05 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 22.06 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 22.07 In this Agreement wherever the singular or neuter is used it shall be construed as if the plural, feminine or masculine, as the case may be, had been used where the context or the parties hereto so require.
- 22.08 This Agreement contains the entire agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained herein or specifically preserved under the terms of the Agreement.
- 22.09 This Agreement may be amended in writing but no such amendment shall have any force or effect unless and until it is signed by both parties.
- 22.10 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 22.11 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services

are provided by the Contractor.

- 22.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it shall be severable and severed from this Agreement, and the remaining provisions shall not be affected thereby and shall be valid, legal and enforceable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Public Safety and Solicitor General, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:	SIGNED AND DELIVERED by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of: 
(Witness):	(Witness): 
(For the) Assistant Deputy Minister: X	Contractor or Authorized Signatory: 
Print Name:	Print Name and Title: Paul Beckett Medical Director
Date:	Date: July 21, 2016



Schedule of Services

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- A. The Medical Director shall act in an advisory and consulting capacity to the Corrections Branch with respect to providing quality health care services to offenders in the care of the Branch as follows:
- a. Advise Branch management and staff on all health care and related services required by the Branch including resource requirements and allocations;
 - b. Assess the quality of health care services provided to offenders in the care of the Branch and ensure that clinical practices are consistent with applicable standards of health care in the community;
 - c. Assist Branch management and staff in developing standards, policies and procedures on matters relating to health services for offenders;
 - d. Advise the Branch in procuring contractual assignments with private corporations, agencies or professionals to provide health services;
 - e. Liaise with agencies and organizations involved directly or indirectly with the health services of the Corrections Branch;
 - f. Assist Branch management in monitoring and evaluating the effectiveness of health care services on an ongoing basis;
 - g. Investigate complaints concerning health care practices and report to the Deputy Provincial Director, Adult Custody Division;
 - h. Attend Branch, Divisional, Regional and District management meetings for agenda items related to health care services;
 - i. Advise on and participate in staff training related to the provision of health care services to offenders;
 - j. Represent the Branch on committees and at conferences related to health care services for offenders;
 - k. Develop statistical reports on resource underutilization;
 - l. Participate in the planning and design of facilities to be used for delivery of offender health care services;
 - m. Visit all adult correctional centres on a regular annual basis;
 - n. Offer proposals for changing, improving or enhancing health care services for offenders for consideration by Branch management, including infectious disease prevention;
 - o. Keep Branch management apprised of the latest developments in health care as they may relate to services for offenders;
 - p. Provide own office, secretarial and administrative support services including but not limited to facsimile machine, capability to link with Corrections Branch electronic mail service, stationary, letterhead, photocopying, office furniture and equipment, and word processing;

- q. Provide twenty-four hour a day accessibility; and
- r. Coordinate, schedule, monitor and evaluate the provincial physician after hour's on-call service.
- B. In the event of unexpected emergencies such as an epidemic or outbreak of disease, as identified by the British Columbia Centre for Disease Control, the Contractor will provide the Province with timely advice, evaluation and treatment protocols which are appropriate to the scale and size of the outbreak.
- C. The Branch will provide, at its expense:
 - a. Legal services and advice related to direct patient care.
- D. Criminal Record Checks required. The Contractor will comply with the requirement to complete and submit a Disclosure of Criminal Record Information, at the Branch's expense, for himself and each employee. The Contractor understands that the Ministry may not accept any of the Contractor's Employees who, in the sole opinion of the Ministry, have an unsatisfactory Criminal Record report.
- E. Security Breaches: The Contractor and any of his employees are required to immediately report to the Provincial Director and Centre's Warden any information pertaining to breaches or potential breaches of security.
- F. The Contractor agrees that Paul G. Beckett, M.D., or such alternative doctor approved in writing by the Assistant Deputy Minister, will be engaged by the Contractor as the key individual to provide the services and to be designated as the Medical Director.



Schedule of Standards

1. Standards:

- a. Standards of Conduct for Corrections Branch Employees: All employees and subcontractors to this Contract are required to adhere to the standards specified in the Standards of Conduct for Corrections Branch Employees dated February 2009 - Appendix 2.

The Contractor agrees to distribute a copy of the Standards to all employees and subcontractors to this Contract, to collect from each employee and subcontractor a signed Declaration of Standards of Conduct form (Appendix 3), and keep the original copies of the signed Declarations on file. The Contractor agrees to follow the same process for new employees and subcontractors.

The Contractor agrees to notify the Deputy Provincial Director when this process is complete for current employees and subcontractors.

- b. The contractor will ensure all employees to this contract have signed the Corrections Branch Employee's Confidentiality Agreement as set out in Appendix 4.
- c. Manual of Standards

2. Additional documents:

- a. Correction Act
- b. Correction Act Regulation
- c. Adult Custody Policy
- d. Management Services Manual
- e. Health Care Services Manual
- f. Freedom of Information and Protection of Privacy Act



Schedule of Payments

1. Fees payable during the term of this agreement will be as follows:
For the Contract Year starting March 22, 2010 and ending on March 31, 2011 fees will be based on a rate of **\$210.00 per hour** for an annualized value of **\$338,940.00**.
2. Fees will be based on the following schedule and will be payable based on the submission of a monthly invoice in accord with the schedule. Invoices are to be submitted on or within 30 days after the last day of the month during which the services were delivered, and provided that the Contractor is not in default.

Fees Schedule:

Month	Fees
March 22 to March 31, 2010	\$10,080
April 1 to 30, 2010	\$27,720
May 1 to 31, 2010	\$26,460
June 1 to 30, 2010	\$27,720
July 1 to 31, 2010	\$27,720
August 1 to 31, 2010	\$27,720
September 1 to 30, 2010	\$27,720
October 1 to 31, 2010	\$26,460
November 1 to 30, 2010	\$27,720
December 1 to 31, 2010	\$28,980
January 1 to 31, 2011	\$26,460
February 1 to 28, 2011	\$25,200
March 1 to 31, 2011	\$28,980
Total:	\$338,940

3. Fees will be inclusive of all professional services, accounting, insurance, legal and office expenses, and secretarial support services.
4. In no event will the fees payable to the Contractor in accordance with Clauses 1, 2 and 3 of this Schedule exceed, in the aggregate, **\$338,940.00**.
5. Expenses related to travel will be reimbursed at the Provincial Group II rate as summarized in Appendix 1. In no event will travel covered by this clause exceed **\$15,000.00**. Requests for reimbursement under this clause are to be submitted within 30 days of the month the travel expense was incurred. Travel under this clause shall include, at minimum, annual inspections of each correctional centre by the contractor, attendance at five senior management committee meetings in the Lower Mainland or Victoria annually, and the three day annual health care conference in the Lower Mainland. Also included here is travel to centres requiring problem resolution, up to a maximum of three additional visits per year.
6. Travel in addition to that covered by Clause 5 must be approved in advance by the Ministry. Reimbursement will be at the Provincial Group II rate as summarized in Appendix 1. In no event will the travel covered by this clause exceed **\$20,000.00**. Requests for travel reimbursement under this clause are to be submitted within 30 days of the month the travel expense was incurred.
7. Fees payable in response to unexpected emergencies such as an epidemic or outbreak as identified in section B of the Schedule of Services will be in addition to the fees identified in Clause 1 of this Schedule. Prior written approval from the Ministry is required before submission of an invoice for these services. Invoices for unexpected emergencies are to be submitted within 30 days of the close of the period for which approval was granted. In no event will the fees paid under this Clause exceed, in the aggregate, **\$21,000.00** over the term of this agreement.
8. In no event will the fees and expenses payable to the Contractor in accordance with this Schedule exceed, in the aggregate, **\$394,940.00**.
9. The Province and the Contractor agree that a reconciliation of accounts will be performed in March 2011 and that any adjustment required for a shortfall of service will be applied at this time. The recovery will be deducted from the March 2011 or subsequent payments as required.
10. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
11. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the Financial Administration Act.



Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch (the "Province") and DR. PAUL BECKETT INC.(the "Contractor") respecting Contract #SGCORR1115AFB65564 (the "Agreement").

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an authorized disclosure of personal information has occurred in response to a foreign demand for disclosure

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada

unless such contravention is required to comply with the Act.



Appendix 1 to Schedule B - Expenses for Contractors

Group II Rates

The following are allowable expenses for Contractors. All expenses must be paid by the Contractor. Expenses cannot be direct billed to the Province except in unusual circumstances which require pre-approval by the Province. Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the Contractor requires the original for another purpose (e.g., to claim for GST credits). All allowable expenses are subject to any restrictions outlined in the Agreement.

TRAVEL EXPENSES

The Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. **Meal Allowances:** Receipts are not required.

Effective March 30, 2008 the following meal allowances, which must not exceed \$48.25 per day, can be claimed:

Breakfast only	\$22.00	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$22.00	Cannot claim if travel starts after 12 noon or ends before 12 noon
Dinner only	\$28.50	Cannot claim if travel starts after 6 PM or ends before 6 PM
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$48.25	see above

Effective March 29, 2009 the following meal allowances, which must not exceed \$49.00 per day, can be claimed:

Breakfast only	\$22.00	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$22.00	Cannot claim if travel starts after 12 noon or ends before 12 noon

Dinner only	\$28.50	Cannot claim if travel starts after 6 PM or ends before 6 PM
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	see above

2. **Mileage Rates When Using Private Vehicle:** Receipts are not required. This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas, depreciation, and maintenance.
Effective March 30, 2008 the private mileage allowance is \$.49 per kilometre.
Effective March 29, 2009 the private mileage allowance is \$.50 per kilometre.
3. **Taxi and Parking:** Receipts/copies of receipts are required. Tips identified separately on taxi receipts cannot be claimed.
4. **Car Rentals:** Receipts/copies of receipts are required. The government has Corporate Supply Arrangements (CSA) with numerous rental agencies. A list of these rental agencies and their government rates is published on the Internet at the following URL (Note - not all locations are covered under a CSA):
[http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20\(2005\).htm](http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20(2005).htm)
Contractors should ask for the government rate. Other rental agencies are to be used only when rental agencies with CSAs cannot supply vehicles. Note the following:
 - **PAI** (personal accident insurance) will not be reimbursed.
 - **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting outside BC or when renting from rental agencies without a CSA (both in and outside BC).
5. **Accommodation:**
 - (a) **Hotel/motel:** Receipt/copy of receipt and proof of payment required. Contractors should select the most cost effective property that meets their requirements from the List of Properties at the following URL: <http://www.pc.gov.bc.ca/travel/Hotels/AccommodationListing/tableofcont.htm>
Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person. Accommodation at properties not on the List of Properties will only be reimbursed with pre-approval from the Province. Contractors should contact the Contract Manager prior to incurring any accommodation expenses at a property not on the List of Properties.
 - (b) **Private lodging:** Receipts are not required. \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).
6. **Airfare:** Receipts/copies of receipts and proof of payment are required. Only economy airfare will be reimbursed.
7. **Miscellaneous Travel Expenses:** Receipts/copies of receipts are required. Contractors should contact the Contract Manager prior to incurring any miscellaneous travel expenses.
 - Miscellaneous business travel expenses (e.g. ferry charges, highway toll charges, courier charges, photocopying charges) will be reimbursed if, in the Provinces opinion, they are necessarily incurred in providing the Services.
 - Miscellaneous personal travel expenses (e.g. laundry, gratuities, porter age, personal phone calls) will not be reimbursed.
8. **Out-of-Province Travel:** Pre-approval by the Province is required for all out-of-province travel. Contractors should contact the Contract Manager prior to incurring any out-of-province travel expenses.

OTHER EXPENSES

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Pre-approval by the Province is required for all business expenses. Contractors should contact the Contract Manager prior to incurring any business expenses.
2. **GST**: GST paid by the Contractor will not be reimbursed if the Contractor has a mechanism to claim input tax credits from the Canada Revenue Agency (i.e., the Contractor has a GST registration number and his/her livelihood is from contracting). GST paid by Contractors will be reimbursed if the Contractor does not have a mechanism to claim input tax credits.
3. **Miscellaneous Expenses** (e.g., business telephone/fax calls, newspapers, etc.): Receipts/copies of receipts are required. Miscellaneous expenses will be reimbursed if, in the Provinces opinion, they are necessarily incurred in providing the Services. Contractors should contact the Contract Manager prior to incurring any miscellaneous expenses.

Contractor Initials: 

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

This document outlines standards of conduct for employees of the British Columbia Corrections Branch, Ministry of Public Safety and Solicitor General. These standards satisfy the expectations of employees and management for a code of professional behaviour that is common to all Corrections Branch employees. For the Corrections Branch to provide safe, reliable and consistent service, it is important that public service employees understand and uphold these standards.

The BC Public Service "Standards of Conduct" are incorporated throughout this document. Corrections Branch employees serve as officers of the court and/or peace officers, and are entrusted with confidential information related to clients and matters before the courts. To comply with these responsibilities, Corrections Branch employees adhere to special standards of on and off-duty conduct beyond those expected of regular government employees. These special standards are set out in *italicized text*.

In addition to the standards in this booklet, Corrections Branch employees are expected to be familiar with information relevant to their responsibilities as documented in the: "Adult Custody Policy"; "Community Corrections Policy Manual"; "Management Services Policy Manual"; "Correction Act Regulation"; and "Master and Component Agreements."

General Standards of Conduct

Corrections Branch Standards

Our standing as employees within the criminal justice system requires that we maintain principled and honest relationships in our dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients of the Corrections Branch.

We conduct our responsibilities according to relevant legislation, directives from the assistant deputy minister, local directives, or directives related to our official responsibilities.

We recognize our obligation as Corrections Branch employees to immediately report to the local manager any breach of rules and guidelines established to ensure the safety of clients, employees and the public.

We understand that unprofessional behaviour not specified in the Standards of Conduct for Corrections Branch employees does not mean immunity from discipline.

Public Service Standards

This policy statement applies to all persons and organizations covered by the "Public Service Act." The policy statement supports the core policy objective that "public service employees exhibit the highest standards of conduct."

Employees will exhibit the highest standards of conduct. Their conduct must instil confidence and trust and not bring the BC Public Service into disrepute. The honesty and integrity of the BC Public Service demands the impartiality of employees in the conduct of their duties.

The requirement to comply with these standards of conduct is a condition of employment. Employees who fail to comply with these standards may be subject to disciplinary action up to and including dismissal.

Loyalty

Public Service Standards

Public service employees have a duty of loyalty to the government as their employer. They must act honestly and in good faith and place the interests of the employer ahead of their own private interests. The duty committed to in the "Oath of Employment" requires BC Public Service employees to serve the government of the day to the best of their ability.

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

Confidentiality

Corrections Branch Standards

We recognize our responsibility to protect the privacy of clients and former clients of the Corrections Branch by:

- *Accessing, using or disclosing information we collect only for intended and authorized purposes;*
- *Informing them of the reasons for collecting personal information;*
- *Allowing them to correct, within reason, material they believe to be incorrect or incomplete;*
- *Using a secure method during the disposal of information about clients.*

Public Service Standards

Confidential information, in any form, that employees receive through their employment must not be disclosed, released, or transmitted to anyone other than persons who are authorized to receive the information.

Employees with care or control of personal or sensitive information, electronic media, or devices must handle and dispose of these appropriately. Employees who are in doubt as to whether certain information is confidential must ask the appropriate authority before disclosing, releasing, or transmitting it. The proper handling and protection of confidential information inapplicable both within and outside of government and continues to apply after the employment relationship ends.

Confidential information that employees receive through their employment must not be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. (See the "Conflicts of Interest" section of this policy statement for details.)

Public Comments

Public Service Standards

BC Public Service employees may comment on public issues but must not engage in any activity or speak publicly where this could be perceived as an official act or representation (unless authorized to do so).

Employees must not jeopardize the perception of impartiality in the performance of their duties through making public comments or entering into public debate regarding ministry policies. BC Public Service employees must not use their position in government to lend weight to the public expression of their personal opinions.

Political Activity

Public Service Standards

BC Public Service employees may participate in political activities including membership in a political party, supporting a candidate for elected office, or seeking elected office. Employees' political activities, however, must be clearly separated from activities related to their employment.

If engaging in political activities, employees must remain impartial and retain the perception of impartiality in relation to their duties and responsibilities. Employees must not engage in political activities during working hours or use government facilities, equipment, or resources in support of these activities.

Partisan politics are not to be introduced into the workplace; however, informal private discussions among co-workers are acceptable.

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

Service to the Public

Public Service Standards

BC Public Service employees must provide service to the public in manner that is courteous, professional, equitable, efficient, and effective. Employees must be sensitive and responsive to the changing needs, expectations, and rights of a diverse public in the proper performance of their duties.

Workplace Behaviour

Corrections Branch Standards

Our behaviour, on and off duty, should reflect positively on the Corrections Branch and the public service. At work, we conduct ourselves in a manner that promotes a professional image through our words and actions. Our dress and appearance while on duty comply with provincial and local policies, and are consistent with employee health and safety.

We do not report for duty while under the influence of alcohol or drugs, nor with the odour of alcohol present. We understand that the abuse of alcohol or use of illegal substances during off-duty hours may compromise our professional credibility and the reputation of the Corrections Branch.

It is understood that supervisors will take prompt action when they become aware of discrimination, harassment or disrespectful treatment of a staff member by other employees.

We do not use government radios and cellular telephones for unauthorized or personal calls, and do not use abusive or profane language during transmission. We use government electronic mainland office equipment according to ministry policy or as authorized by management.

Public Service Standards

Employees are to treat each other with respect and dignity and must not engage in discriminatory conduct prohibited by the "Human Rights Code." The prohibited grounds are race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, sexual orientation, age, political belief or conviction of criminal or summary offence unrelated to the individual's employment.

Further, the conduct of BC Public Service employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. An employee's conduct must not compromise the integrity of the BC Public Service.

All employees may expect and have the responsibility to contribute to safe workplace. Violence in the workplace is unacceptable. Violence is any use of physical force on an individual that causes or could cause injury and includes an attempt or threatened use of force.

Employees must report any incident of violence. Any employee who becomes aware of a threat must report that threat if there is reasonable cause to believe that the threat poses a risk of injury. Any incident or threat of violence in the workplace must be addressed immediately.

Employees must report a safety hazard or unsafe condition or act in accordance with the provisions of the WorkSafeBC "Occupational Health and Safety Regulations."

Conflicts of Interest /Professional Conduct with Clients or Former Clients

Corrections Branch Standards

We use authority to promote honesty, fairness and trust.

We do not allow off-duty activities and conduct to interfere with outwork obligations as employees of the Corrections Branch.

We immediately advise our supervisors if we are arrested or charged with a "Criminal Code" or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations.

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

If employed in a capacity that requires us to maintain a valid driver's licence, we immediately advise our supervisors if our driving privileges are suspended.

To protect the branch and ourselves, we will be cautious about relationships or associations with clients and former clients.

NOTE:

1. *We understand that any past and current association with clients and former clients of a correctional centre or community corrections office in Canada must be reported and disclosed in writing to the Corrections Branch. Failure to report these associations to the branch will result in discipline, up to and including termination of employment.
Following disclosure, the branch determines the extent to which the following definitions of conflicts of interest apply:*
 - *A "client" is an accused person or a person subject to inactive court order, including bail, probation, conditional sentence, recognizance, conditional release or custody;*
 - *A "former client" includes, but is not limited to, an individual who:*
 - (a) *Has been previously subject to a court order, including bail, probation, conditional sentence, conditional release or custody in any correctional facility in Canada within the last seven years;*
 - (b) *Has ever been in custody in any correctional facility in Canada; or*
 - (c) *Is considered by the employer to be currently involved in a criminal lifestyle. This includes, but is not limited to, individuals engaging in criminal activity, or associating with individuals who the employer determines to be involved in a criminal lifestyle. Such associations include, but are not limited to, known gangs, individuals known to the police, and members of the criminal/drug subculture and other similar circumstances.*
2. *To safeguard our families and ourselves, we avoid circumstances where our relationships with clients or former clients might result in the possibility or perception of becoming:*
 - *Subject to a conflict of interest;*
 - *Subject to blackmail or bribery;*
 - *Vulnerable to exploitation;*
 - *Implicated in the commission of an offence.*
3. *To safeguard the Corrections Branch, we do not engage in personal relationships with clients or former clients that might compromise:*
 - *Our integrity or effectiveness as Corrections Branch employees;*
 - *The safety and security of co-workers and Corrections Branch employees;*
 - *The reputation of the Corrections Branch.*
4. *We understand that certain relationships or association with clients or former clients may be appropriate or inevitable for employees of the Corrections Branch. Examples include but are not limited to the following circumstances:*
 - *Incidental or unplanned contacts;*
 - *While engaged in volunteer work, church groups or school functions;*
 - *As part of our regular job responsibilities or as authorized by management;*
 - *With members of our family who were previously involved in a criminal lifestyle.*
5. *We understand that certain relationships or associations with clients or former clients are inappropriate for employees of the Corrections Branch. We also understand that our on and off-*

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

duty conduct will be subject to disciplinary review by the Corrections Branch if we engage in certain activities with a client or former client. These activities include, but are not limited to:

- *Financial agreements, personal or business transactions;*
 - *Sharing accommodations;*
 - *Sexual or close personal relations;*
 - *Using a client's services or contacts for personal gain;*
 - *Concealing or failing to report a client's illegal activities;*
 - *Receiving or giving gifts, gratuities, benefits or favours.*
6. *When we require clarification or direction to protect the Corrections Branch and ourselves from relationships or associations with clients and former clients, we will discuss the matter in person with our supervisor.*
7. *Supervisors and managers are required to advise their warden and regional director if they believe an unprofessional relationship exists or appears to be developing between corrections Branch employee and a client, former client or people who may have an association with these clients.*

Public Service Standards

A conflict of interest occurs when an employee's private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee's duties or responsibilities in such a way that:

- the employee's ability to act in the public interest could be impaired; or
- the employee's actions or conduct could undermine or compromise:
 - the public's confidence in the employee's ability to discharge work responsibilities; or
 - the trust that the public places in the BC Public Service.

While the government recognizes the right of BC Public Service employees to be involved in activities as citizens of the community, conflict must not exist between employees' private interests and the discharge of their Public Service duties. Upon appointment to the BC Public Service, employees must arrange their private affairs in a manner that will prevent conflicts of interest, or the perception of conflicts of interest, from arising.

Employees who find themselves in an actual, perceived, or potential conflict of interest must disclose the matter to their supervisor, manager, or ethics advisor. Examples of conflicts of interest include, but are not limited to, the following:

- An employee uses government property or equipment or the employee's position, office, or government affiliation to pursue personal interests or the interests of another organization;
- An employee is in a situation where the employee is under obligation to a person who might benefit from or seek to gain special consideration or favour;
- An employee, in the performance of official duties, gives preferential treatment to an individual, corporation, or organization, including a non-profit organization, in which the employee, or a relative or friend of the employee, has an interest, financial or otherwise;
- An employee benefits from, or is reasonably perceived by the public to have benefited from, the use of information acquired solely by reason of the employee's employment;
- An employee benefits from, or is reasonably perceived by the public to have benefited from, a government transaction over which the employee can influence decisions (for example, investments, sales, purchases, borrowing, grants, contracts, regulatory or discretionary approvals, appointments);
- An employee accepts from an individual, corporation, or organization, directly or indirectly, a personal gift or benefit that arises out of employment in the BC Public Service, other than:
 - the exchange of hospitality between persons doing business together;

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

- tokens exchanged as part of protocol;
- the normal presentation of gifts to persons participating in public functions; or
- the normal exchange of gifts between friends; or
- An employee accepts gifts, donations, or free services for work related leisure activities other than in situations outlined above.

The following four criteria, when taken together, are intended to guide the judgment of employees who are considering the acceptance of a gift:

- The benefit is of nominal value;
- The exchange creates no obligation;
- Reciprocation is easy; and
- It occurs infrequently.

Employees will not solicit a gift, benefit, or service on behalf of themselves or other employees.

Allegations of Wrongdoing

Public Service Standards

Employees have a duty to report any situation relevant to the BC Public Service that they believe contravenes the law, misuses public funds or assets, or represents a danger to public health and safety or a significant danger to the environment. Employees can expect such matters to be treated in confidence, unless disclosure of information is authorized or required by law (for example, the "Freedom of Information and Protection of Privacy Act"). Employees will not be subject to discipline or reprisal for bringing forward to a Deputy Minister, in good faith, allegations of wrongdoing in accordance with this policy statement.

Employees must report their allegations or concerns as follows:

- Members of the BCGEU must report in accordance with Article 32.13;
- PEA members must report in accordance with Article 36.12; or
- Other employees must report in writing to their Deputy Minister or other executive member of the ministry, who will acknowledge receipt of the submission and have the matter reviewed and responded to in writing within 30 days of receiving the employee's submission. Where an allegation involves a Deputy Minister, the employee must forward the allegation to the Deputy Minister to the Premier.

These reporting requirements are in addition to an employee's obligation to report to the Comptroller General as outlined in Section 33.2 of the "Financial Administration Act".

Where an employee believes that the matter requires a resolution and it has not been reasonably resolved by the ministry, the employee may then refer the allegation to the appropriate authority.

If the employee decides to pursue the matter further then:

- Allegations of criminal activity are to be referred to the police;
- Allegations of a misuse of public funds are to be referred to the Auditor General;
- Allegations of a danger to public health must be brought to the attention of health authorities; and
- Allegations of a significant danger to the environment must be brought to the attention of the Deputy Minister, Ministry of Environment.

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

Legal Proceedings

Corrections Branch Standards

We do not provide legal advice to our clients or members of the public, but suggest they discuss problems with the lawyer of their choice.

Public Service Standards

Employees must not sign affidavits relating to facts that have come to their knowledge in the course of their duties for use in court proceedings unless the affidavit has been prepared by a lawyer acting for government in that proceeding or unless it has been approved by a ministry solicitor in the Legal Services Branch, Ministry of Attorney General.

In the case of affidavits required for use in arbitrations or other proceedings related to employee relations, the Labour Relations Branch of the BC Public Service Agency will obtain any necessary approvals. Employees are obliged to cooperate with lawyers defending the Crown's interest during legal proceedings.

A written opinion prepared on behalf of government by any legal counsel is privileged and is, therefore, not to be released without prior approval of the Legal Services branch.

Working Relationships

Public Service Standards

Employees involved in a personal relationship outside work which compromises objectivity, or the perception of objectivity, should avoid being placed in a direct reporting relationship to one another.

For example, employees who are direct relatives or who permanently reside together may not be employed in situations where:

- A reporting relationship exists where one employee has influence, input, or decision-making power over the other employee's performance evaluation, salary, premiums, special permissions, conditions of work, and similar matters; or
- The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the Employer's interest.

The above restriction on working relationships may be waived provided that the Deputy Minister is satisfied that sufficient safeguards are in place to ensure that the Employer's interests are not compromised.

Human Resource Decisions

Public Service Standards

Employees are to disqualify themselves as participants in human resource decisions when their objectivity would be compromised for any reason or a benefit or perceived benefit could accrue to them. For example, employees are not to participate in staffing actions involving direct relatives or persons living in the same household.

Outside Remunerative and Volunteer Work

Public Service Standards

Employees may hold jobs outside government, carry on a business, receive remuneration from public funds for activities outside their position, or engage in volunteer activities provided it does not:

- interfere with the performance of their duties as a BC Public Service employee;
- bring the government into disrepute;

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

- represent a conflict of interest or create the reasonable perception of a conflict of interest;
- appear to be an official act or to represent government opinion or policy;
- involve the unauthorized use of work time or government premises, services, equipment, or supplies; or
- gain an advantage that is derived from their employment with the BC Public Service.

Employees who are appointed as directors or officers of Crown corporations are not to receive any additional remuneration beyond the reimbursement of appropriate travel expenses except as approved by the Lieutenant Governor in Council.

Use of Reasonable Force

Corrections Branch Standards

Employees designated as peace officers, and employed as correctional officers or supervisors, are authorized and limited by the "Criminal Code of Canada" and Corrections Branch policy in using reasonable force while on duty to:

- a) Prevent the commission or continuation of an offence;*
- b) Maintain or restore order;*
- c) Apprehend an offender;*
- d) Prevent an offender from an act of self-harm; or*
- e) Assist another officer in the case of a, b, c, or d.*

Use of Government Resources and Employee Benefits

Corrections Branch Standards

We exercise care when responsible for government resources and property, and only use them when conducting duties that are authorized by management.

We do not use government vehicles without management approval for purposes other than direct government business, and we operate them according to the rules of the road.

We acknowledge that involvement in stealing government property will result in an immediate discharge from our duties and privileges.

We also understand that the fraudulent use of an employee benefit will lead to disciplinary action up to and including dismissal.

Responsibilities

Public Service Standards

Agency Head

- Provide timely advice to managers and designated contacts respecting the application of this policy statement including guidance on an appropriate employer response to transgressions of the policy statement; and
- Coordinate the development of awareness, training, and communication programs in support of this policy statement.

APPENDIX 2 - Standards of Conduct for Corrections Branch Employees (February 2009)

Deputy Ministers

- Advise employees of the required standards of conduct and the consequences of non-compliance;
- Designate a ministry contact for matters related to standards of conduct;
- Promote a work environment that is free of discrimination;
- Deal with breaches of this policy statement in a timely manner, taking the appropriate action based upon the facts and circumstances;
- Waive the provision on working relationships under the circumstances indicated; and
- Delegate authority and responsibility, where applicable, to apply this policy statement within their organization.

Line Managers

- Advise staff on standards of conduct issues;
- Engage the ministry-designated contact as may be appropriate in the circumstances; and
- Contribute to a work environment that is free of discrimination.

Employees

- Objectively and loyally fulfill their assigned duties and responsibilities, regardless of the party or persons in power and regardless of their personal opinions;
- Disclose and resolve conflicts of interest or potential conflict of interest situations in which they find themselves;
- Maintain appropriate workplace behaviour;
- Avoid engaging in discriminatory conduct or comment; and
- Check with their supervisor or manager when they are uncertain about any aspect of this policy statement.

Legislative Authorities

Corrections Branch

Criminal Code
Correction Act
Public Service Act
Human Rights Code
Freedom of Information and Protection of Privacy Act
Workers' Compensation Act
Occupational Health and Safety Regulations
Youth Criminal Justice Act

Other Authorities and References

Corrections Branch

Adult Custody Policy
Community Corrections Policy Manual
Management Services Policy Manual
ADM Directives
Correction Act Regulation

**APPENDIX 2 - Standards of Conduct for Corrections Branch Employees
(February 2009)**

Public Service

B.C. Government and Service Employees' Union Master and
Component Agreements

Terms of Employment for Excluded Managers

Personnel Management Policy, Human Rights in the Workplace –
Discrimination and Harassment

Appendix 3 – Declaration for Standards of Conduct

Declaration for Standards of Conduct

My status as an employee of Dr. Paul Beckett Inc. requires that I demonstrate the highest ethical and professional standards of on and off-duty conduct.

I have received and will read the Standards of Conduct for Corrections Branch Employees dated February 2009. I am aware that I may be subject to disciplinary action, up to and including dismissal, for failing to honour these Standards of Conduct.

I understand that unprofessional behaviour not specified in the Standards of Conduct for Corrections Branch Employees does not mean immunity from discipline.

Employee Name: _____ (please print)

Employee Title: _____

Employee Signature: _____

Date of Declaration: _____

Supervisor Name: _____ (please print)

Supervisor Title: _____

Supervisor Signature: _____

Date: _____

**Appendix 4 – Corrections Branch
Employee's Confidentiality Agreement**

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made in duplicate as of the ____ day of _____, 20 ____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA represented by
the Assistant Deputy Minister of Corrections, Ministry of
Public Safety and Solicitor General

(herein called the "Province")

OF THE FIRST PART

AND:

(herein called the "Employee")

OF THE SECOND PART

AND:

Dr. Paul Beckett Inc.
PO Box 704 STN Whonnock
Maple Ridge, BC V2W 0C9

(herein called the "Contractor")

OF THE THIRD PART

WITNESS that the parties hereto agree as follows:

WHEREAS:

- 1.01 Dr. Paul Beckett Inc. (the Contractor) and the Province have entered into an Agreement dated as of the 22nd day of March, 2010 and executed by the Province on the ____ day of _____, 20__ and executed by the Contractor on the ____ day of _____, 20__ providing for medical consultation and advice to the Corrections Branch management and staff on all health care and related services to offenders in the care of the Branch, under the terms of which any employees of the Contractor to whom confidential information is disclosed are required to first execute a confidentiality obligation in the form of the Agreement.
- 1.02 The undersigned is an employee of the Contractor.
- 1.03 The Employee is desirous of participating in the project, which is the subject of said Agreement and is prepared to enter into this Agreement as a condition of such participation.

Appendix 4 – Corrections Branch Employee's Confidentiality Agreement

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Province purchasing the services from the Contractor and in consideration of the Province agreeing to disclose certain confidential information to the Employee and of the Employee's employment by and remuneration paid to the Employee by or for the Contractor, the Employee hereby agrees as follows:

- 2.01 The Employee acknowledges, confirms and agrees that any documents including all copies thereof and extracts there from and all writings and confidential information which may come into the possession of the Employee or be made by the Employee which in any way pertain to the project which is the subject of the Agreement disclosed by the Province are the confidential information and property of the Province. Accordingly, the Employee covenants and agrees with the Province and with the Contractor that the Employee shall not at any time during his employment by the Contractor or thereafter:
- (a) divulge any such information to any person or authorize the disclosure of any such information, other than to an employee of the Contractor who has signed a confidentiality obligation in this form; or
 - (b) use, directly or indirectly, or cause or permit any other person to use any of such information except as required in order to provide the services described in the Agreement.
- 2.02 The Employee further covenants and agrees that all documents including all copies thereof and extracts there from and all writings and confidential information which may come into the possession of the Employee or be made by the Employee which in any way pertain to the project which is the subject of the Agreement shall be the exclusive property of the Province and shall be delivered up to the Province as required by the Contractor as stipulated by the Agreement.
- 2.03 The Employee hereby affirms and represents to the Province and to the Contractor that he is under no obligation to any former employer or to any other person which is in any way inconsistent or in conflict with his obligations hereunder.

**Appendix 4 – Corrections Branch
Employee's Confidentiality Agreement**

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

Signed on behalf of Her Majesty)
the Queen in right of the Province)
of British Columbia by the Assistant)
Deputy Minister of Corrections)
or a duly authorized representative)
of the Assistant Deputy Minister)
of Corrections)

(Witness)

(For the) Assistant Deputy Minister

Date: _____

SIGNED, SEALED AND)
DELIVERED by the Employee)
in the presence of:)

(Witness)

(Employee)

(Print name)

(Date)

SIGNED AND DELIVERED by or)
on behalf of the Contractor (or by its)
Authorized Signatory or Signatories)
if the Contractor is a corporation) in)
the presence of:)

(Witness)

(Contractor or Authorized Signatory)

(Print name and title)

Date: _____



CORRECTIONS BRANCH

Contract Amendment #1

THIS AGREEMENT made in duplicate as of the 27th day of April, 2011

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Public Safety and Solicitor General, Responsible for
Corrections Branch

the "Province"

AND

Dr. Paul G. Beckett Inc.
PO Box 704, Stn Whonnock
Maple Ridge, BC V2W 0C9

the "Contractor"

BACKGROUND

- A. The parties entered into an agreement dated the 9th day of June, 2010, providing for advisory and consulting services in the role of Medical Director to the Corrections Branch with respect to providing quality health care services to offenders in the care of the Corrections Branch.

(the "Agreement")

- B. The parties have agreed to amend the Agreement.

AGREEMENT

The parties agree as follows:

1. Paragraph 3.02 of the Agreement is deleted and replaced by the following paragraph 3.02:
Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services subject to and in accordance with the provisions of this Agreement, during the period commencing on March 22, 2010 and ending on September 30, 2011.
2. Paragraph 1 of the Schedule of Payments is deleted and replaced by the following:
Fees payable during the term of this agreement will be as follows:
 - (a) For the contract period starting March 22, 2010 and ending on March 31, 2011 fees will be based on a rate of **\$210.00** per hour for an annualized value of **\$338,940.00**.
 - (b) For the contract period starting April 1, 2011 and ending on September 30, 2011 fees will be based on a rate of **\$210.00** per hour for a value of **\$165,060.00**.

3. Paragraph 2 of the Schedule of Payments is deleted and replaced with the following:

Fees will be based on the following schedule and will be payable based on the submission of a monthly invoice in accord with the schedule. Invoices are to be submitted on or within 30 days after the last day of the month during which the services were delivered, and provided that the Contractor is not in default.

Month	Fees
March 22 to March 31, 2010	\$10,080
April 1 to 30, 2010	\$27,720
May 1 to 31, 2010	\$26,460
June 1 to 30, 2010	\$27,720
July 1 to 31, 2010	\$27,720
August 1 to 31, 2010	\$27,720
September 1 to 30, 2010	\$27,720
October 1 to 31, 2010	\$26,460
November 1 to 30, 2010	\$27,720
December 1 to 31, 2010	\$28,980
January 1 to 31, 2011	\$26,460
February 1 to 28, 2011	\$25,200
March 1 to 31, 2011	\$28,980
April 1 to 30, 2011	\$26,460
May 1 to 31, 2011	\$27,720
June 1 to 30, 2011	\$27,720
July 1 to 31, 2011	\$26,460
August 1 to 31, 2011	\$28,980
September 1 to 30, 2011	\$27,720
Total:	\$504,000

4. Paragraph 4 of the Schedule of Payments is deleted and replaced by the following:

In no event will the fees payable to the Contractor in accordance with Paragraphs 1, 2 and 3 of this Schedule exceed, in the aggregate, **\$504,000.00**.

5. Paragraph 5 of the Schedule of Payments is deleted and replaced by the following:

Expenses related to travel will be reimbursed at the Provincial Group II rate as summarized in Appendix 1. Requests for reimbursement under this paragraph are to be submitted within 30 days of the month the travel expense was incurred. Travel under this paragraph shall include, at minimum:

- (a) For the period of March 22, 2010 and ending on March 31, 2011 expenses related to travel are not to exceed **\$15,000.00**. Unused portions of this amount cannot be carried into the amended period identified in 5 (b) of this Amendment; and

- (b) For the contract period starting April 1, 2011 and ending on September 30, 2011 expenses related to travel are not to exceed **\$7,500.00**. Travel for this contract period shall include at a minimum inspections of up to four correctional centres by the Contractor, attendance at two senior management committee meetings in the Lower Mainland or Victoria and the three day annual health care conference in the Lower Mainland if this occurs during this period. Travel to centres requiring problem resolution, up to a maximum of two additional trips within this period.
- In no event will travel described in 5 (a) and (b) exceed, in the aggregate, **\$22,500.00**.
6. Paragraph 6 of the Schedule of Payments is deleted and replaced by the following:
Travel in addition to that covered by Paragraph 5 must be approved in advance by the Ministry. Reimbursement will be at the Provincial Group II rate as summarized in Appendix 1. In no event will the travel covered by this paragraph exceed:
- (a) For the period of March 22, 2010 and ending on March 31, 2011 **\$20,000.00**. Unused portions of this amount cannot be carried into the amended period identified in 6 (b) of this Amendment; and
- (b) For the period of April 1, 2011 and ending on September 30, 2011 **\$10,000.00**.
Requests for travel reimbursement under this paragraph are to be submitted within 30 days of the month the travel expense was incurred.
7. Paragraph 7 of the Schedule of Payments is deleted and replaced by the following:
Fees payable in response to unexpected emergencies such as an epidemic or outbreak as identified in section B of the Schedule of Services will be in addition to the fees identified in Paragraph 1 of this Schedule. Prior written approval from the Ministry is required before submission of an invoice for these services. In no event will the fees paid under this paragraph exceed:
- (a) For the period of March 22, 2010 and ending on March 31, 2011 **\$21,000.00**. Unused portions of this amount cannot be carried into the amended period identified in 7 (b) of this Amendment; and
- (b) For the period of April 1, 2011 and ending on September 30, 2011 **\$10,500.00**.
Invoices for unexpected emergencies are to be submitted within 30 days of the close of the period for which approval was granted.
8. Paragraph 8 of the Schedule of Payments is deleted and replaced by the following:
In no event will the fees and expenses payable to the Contractor in accordance with this Schedule exceed, in the aggregate.
- (a) For the period of March 22, 2010 and ending on March 31, 2011 **\$394,940.00**. Unused portions of this amount cannot be carried into the amended period identified in 8 (b) of this Amendment; and
- (b) For the period April 1, 2011 and ending on September 30, 2011 **\$193,060.00**.
In no event will the combined fees and expenses for the contract period exceed in the aggregate **\$588,000.00**.
9. Paragraph 9 of the Schedule of Payments is deleted and replaced by the following:
The Province and the Contractor agree that a reconciliation of accounts will be performed in September 2011 and that any adjustment required for a shortfall of service will be applied at this time. The recovery will be deducted from the September 2011 or subsequent payments as required.

In all other respects, the Agreement is confirmed.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the day and year first above written.

SIGNED AND DELIVERED on the 27 day
of May, 2011 on behalf of the
Province by its duly authorized representative:

Signature: 

Print name: **B. Merchant**

SIGNED AND DELIVERED on the 18
day of May, 2011 by or on
behalf of the Contractor (or by its authorized
signatory or signatories if the Contractor is a
Corporation):

Signature: 

Print name: Paul BECKETT

BC CORRECTIONS MALE MODERATE ACTIVITY MENU

Revised June 2006

WEEK ONE	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz
	Oatmeal Cooked with Bran 1 cup	Corn Flakes 1 cup	Cr. Of Wheat 1 cup	Raisin Bran 1 cup	Oatmeal Cooked with Bran 1 cup	Fried Eggs 2	Scrambled Eggs 2
	Toast, (slice) 3	Toast, (slice) 3	Brown Toast, (slice) 3	Toast, (slice) 3	Toast, (slice) 3	Bacon (strip) 2	Breakfast Sausages 2
	Muffin (4oz) 1	Bran Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Hash Browns 5 oz	Pancakes (4") 2
	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3		Toast, (slice) 2
	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Toast, (slice) 2	Margarine (portion) 2
	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Margarine (portion) 2	Jam (portion) 1
						Jam (portion) 1	Ketchup (portion) 2
	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Ketchup (portion) 2	Syrup 42 ml.
	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Milk 8 oz	Milk 8 oz
Beverage Break	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Coffee 8 oz	Coffee 8 oz
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1
						Sugar (portion) 1	Sugar (portion) 1
Lunch	Tomato & Rice Soup 8 oz	Cream of Veg Soup 8 oz	Green Pea Soup 8 oz	Barley Soup 8 oz	Lentil Soup 8 oz	Soup D'Jour 8 oz	Navy Bean Soup 8 oz
	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4
	2oz Beef Sausage 2	Grilled Ham & Cheese Sandwich 1.5	Sloppy Joes (as per Specs) 6 oz	Chicken Salad Sandwich 1.5	Pizza Submarine (1.5 oz each Meat & Cheese) 1	Tuna Salad Sandwich (as per Specs) 1	Chicken Bologna Sandwich (as per specs) 1
	Pirogies (1oz) 4 ea	Ketchup pkg 1		Tossed Salad 3oz WT			
	Sour Cream 1/2 oz	Carrot Sticks 6x3"	Hamburger Bun 1	Dressing (portion) 1	Cabbage Salad 3 oz Wt		
	Veggie Sticks 6x3"		Veggie Sticks 6x3"		Dressing (portion) 1		Mustard Portion 1
	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz
	Seasonal Fresh Fruit 1		Seasonal Fresh Fruit 1		Seasonal Fresh Fruit 1		Seasonal Fresh Fruit 1
Beverage Break	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz
	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1
Dinner	Rotini (cooked) 8 oz	Beef Chow Mein 6 oz	Salisbury Steak 3 oz	Baked Fish 3 oz	Veal Cutlet 3 oz	Meat Balls in BBQ Sauce 3oz 1 oz	Roast Chicken 1/4 1
	Italian Sauce 6 oz		Gravy 2 oz	French Fries 8 oz	Gravy 2 oz	Egg Noodles 8 oz	Steamed Rice 6 oz
	Tossed Salad 3oz WT	Vegetable Fried Rice 6 oz	Boiled Potatoes 8 oz	Green Beans 5 oz	Mashed Potatoes 8 oz	Mixed Vegetables 5 oz	Broccoli Pieces 5 oz
	Dressing (portion) 1	Broccoli pieces 5 oz	Peas 2.5oz	Coleslaw 3oz WT	Carrot Coins 2.5oz		Coleslaw 3 oz WT
	Garlic Toast (slice) 3		Kernel Corn 2.5oz	Ketchup (portion) 1	Cauliflower 2.5oz	Bread (slice) 3	Soya Sauce (portion) 1
		Soya Sauce (portion) 1	Bread (slice) 3	Tea Biscuit (3oz) 1	Bread (slice) 3	Margarine (portion) 3	Bread/ Margarine 3 ea
	Apple Sauce (canned) 4 oz	Bread/ Margarine 3 ea	Margarine (portion) 3	Margarine (portion) 1	Margarine (portion) 3	Seasonal Fresh Fruit 1	Marble Cake 3 oz
		Canned Pineapple 4 oz	Chocolate Pudding 3 oz	Choc. Chip Cookie 3 oz	Caramel Pudding 3 oz	Fruit Drink 8oz	Fruit Drink 8oz
	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz
	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz
	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1	Creamer (pwrdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1

BC CORRECTIONS MALE MODERATE ACTIVITY MENU

Revised June 2006

WEEK TWO	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz
	Oatmeal Cooked with Bran 1 cup	Corn Flakes 1 cup	Cr. Of Wheat 1 cup	Raisin Bran 1 cup	Oatmeal Cooked with Bran 1 cup	Fried Eggs 2	Scrambled Eggs 2
	Toast, (slice) 3	Toast, (slice) 3	Brown Toast, (slice) 3	Toast, (slice) 3	Toast, (slice) 3	Bacon (strip) 2	Breakfast Sausages 2
	Muffin (4oz) 1	Bran Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Hash Browns 5 oz	Pancakes (4") 2
	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3		Toast, (slice) 2
	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Toast, (slice) 2	Margarine (portion) 2
	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Margarine (portion) 2	Jam (portion) 1
						Jam (portion) 1	Ketchup (portion) 2
	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Ketchup (portion) 2	Syrup 42 ml.
	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Milk 8 oz	Milk 8 oz
Beverage Break	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Coffee 8 oz	Coffee 8 oz
	Sugar (portion) 1	Sugar (portion) 2	Sugar (portion) 1	Sugar (portion) 2	Sugar (portion) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Brown Sugar (ptn) 1		Brown Sugar (ptn) 1		Brown Sugar (ptn) 1	Sugar (portion) 1	Sugar (portion) 1
Lunch	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz
	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1
	Barley Soup 8 oz	Cream of Veg Soup 8 oz	Green Pea Soup 8 oz	Tomato & Rice Soup 8 oz	Lentil Soup 8 oz	Soup D'Jour 8 oz	Navy Bean Soup 8 oz
	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4
	Roast Beef Sandwich 1.5	Turkey Salad (Plate) 3 oz	Chicken Hot Dogs/ w Buns 2	Egg Salad Sandwich 1.5	Grilled Cheese Sandwich. 1.5	Bavarian Meat Loaf Sandwich (as per Specs) 1	Ham Sandwich (as per Specs) 1
	Mustard (portion) 1	Pasta Salad 4 oz	French Fries 4 oz	Carrot Sticks 6x3"	French Fries 4 oz		
	Coleslaw 3 oz	Veggie Sticks 6x3"	Mustard (portion) 2		Ketchup 2		
	Fruit Drink 8 oz	Bread (slice) / Marg. 2 ea	Ketchup (portion) 2			Mustard (portion) 1	Mustard (portion) 1
		Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz
Beverage Break	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz
	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1
Dinner	Rotini (cooked) 8 oz	Roast Chicken 1/4 1	Hot Hamburger Sand. 3 oz	Baked Fish 3 oz	Meat Loaf 5 oz	Chicken & Veg. Stir 6 oz	Veal Cutlet/ 2oz grav 3 oz
	Italian Sauce 6 oz	Mashed Potatoes 8 oz	on Texas Bread 1			Steamed Rice 6 oz	Boiled Potatoes 8oz
	Marinated Veg. Salad 3oz WT	Cauliflower 2.5oz	Baked Potato (lge) 8oz	Boston Brown Potato 8 oz	Oven Roast Potatoes 8 oz	Diced Carrot & Turnip 4oz WT	
		Cabbage 2.5oz	Gravy 2 oz			Lettuce/Tomato Salad	
			Kernel Corn 2.5oz	Kernel Corn 2.5oz	Gravy 2oz	Dressing (portion) 1	Peas 2.5oz
			Peas 2.5oz	Peas 2.5oz	Carrot Coins 2.5oz	Soya Sauce (portion) 1	Bread (slice) 3
	Garlic Toast (slice) 3	Bread (slice) 3	Sour Cream 1/2 oz	Bread (slice) 3	Green Beans 2.5oz	Bread/ Margarine 3 ea	Margarine (portion) 3
		Margarine (portion) 3	Bread (slice) 3		Bread (slice) 3	Vanilla Pudding 3 oz	Fruited Jell-O 3 oz
	Seasonal Fresh Fruit 1	Vanilla Ice Cream 3 oz	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Fruit Drink 8oz	Fruit Drink 8oz
	Milk 8 oz	Milk 8 oz	Seasonal Fresh Fruit 1	White Cake 3 oz	Canned Apple Sauce 4 oz	Milk 8 oz	Milk 8 oz
	Tea 8 oz	Tea 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Tea 8 oz	Tea 8 oz
	Creamer (pwdr) 1	Creamer (pwdr) 1	Tea 8 oz	Tea 8 oz	Tea 8 oz	Creamer (pwdr) 1	Creamer (pwdr) 1
		Sugar (portion) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1		
	Sugar (portion) 1		Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1

BC CORRECTIONS MALE MODERATE ACTIVITY MENU

Revised June 2006

WEEK THREE	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz
	Oatmeal Cooked with Bran 1 cup	Corn Flakes 1 cup	Cr. Of Wheat 1 cup	Raisin Bran 1 cup	Oatmeal Cooked with Bran 1 cup	Fried Eggs 2	Scrambled Eggs 2
	Toast, (slice) 3	Toast, (slice) 3	Brown Toast, (slice) 3	Toast, (slice) 3	Toast, (slice) 3	Bacon (strip) 2	Breakfast Sausages 2
	Muffin (4oz) 1	Bran Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Hash Browns 5 oz	Pancakes (4") 2
	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3		Toast, (slice) 2
	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Toast, (slice) 2	Margarine (portion) 2
	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Margarine (portion) 2	Jam (portion) 1
						Jam (portion) 1	Ketchup (portion) 2
	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Ketchup (portion) 2	Syrup 42 ml.
	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Milk 8 oz	Milk 8 oz
Beverage Break	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Coffee 8 oz	Coffee 8 oz
	Sugar (portion) 1	Sugar (portion) 2	Sugar (portion) 1	Sugar (portion) 2	Sugar (portion) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Brown Sugar (ptn) 1	Brown Sugar (ptn) 1	Brown Sugar (ptn) 1	Brown Sugar (ptn) 1	Brown Sugar (ptn) 1	Sugar (portion) 1	Sugar (portion) 1
Lunch	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz
	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1
	Tomato & Rice Soup 8 oz	Cream of Veg Soup 8 oz	Green Pea Soup 8 oz	Barley Soup 8 oz	Lentil Soup 8 oz	Soup D'Jour 8 oz	Navy Bean Soup 8 oz
	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4
	Pizza -one Meat (1.5 oz), one Vegetable (1 oz) & one cheese (1.5 oz). 6oz	Hot Beef Sandwich on Texas Bread 3 oz	Egg & Cheese (Plate) 1	Hamburger & Bun with lettuce, tomato. 3 oz	Sub. Sandwich (1) with cold cuts & cheese (3oz) served with lettuce & tomato 3 oz	Tuna Salad Sandwich (as per Specs) 1	Chicken Bologna Sandwich (as per Specs) 1
	Celery Sticks 6x3"	Gravy 2 oz	Potato Salad 4 oz	French Fries 4 oz			
		Veggie Stcks 6 x 3"					
		Mashed Potatoes 4 oz	Bread (slice) 2	Mustard/Ketchup (ptn) 1 ea	Coleslaw 3 oz		Mustard (portion) 1
		Cooked Carrots 4 oz	Margarine (portion) 2		Mustard (portion) 1		
Beverage Break	Fruit Drink 8 oz	Bread/ Margarine 1 ea	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz
	Seasonal Fresh Fruit 1	Fruit Drink 8 oz	Seasonal Fresh Fruit 1	Seasonal Fresh Fruit 1	Seasonal Fresh Fruit 1	Seasonal Fresh Fruit 1	Seasonal Fresh Fruit 1
Dinner	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz
	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1
	Southern Baked 1/4 Chicken 1	Lasagna 8 oz	Baked Fish 3 oz	Beef/Pepper Stir Fry 6 oz	French Meat Pie 6 oz	Beef Sausages 4 oz	Roast Turkey 3 oz
	Oven Roast Potatoes 8 oz	Italian Mixed Veg 5 oz	Mashed Potato 8 oz	Steamed Rice 6 oz	Mashed Potatoes 8 oz	Boiled Potatoes 8 oz	Sage Dressing 2 oz
	Green Beans 5 oz	Garlic Toast (slice) 3	Kernel Corn 2.5 oz	Broccoli Pieces 5 oz	Gravy 2 oz	Peas & Corn Mix 5 oz	Mashed Potatoes 8 oz
	Raisin Coleslaw 3 oz		Peas 2.5oz	Tossed Salad 3 oz	Boiled Cabbage 5 oz	Mustard (portion) 1	Gravy 2 oz
	Bread (slice) 3		Bread (slice) 3	Dressing (portion) 1		Bread (slice) 3	Carrot Coins 5 oz
	Margarine (portion) 3		Margarine (portion) 3	Soya Sauce (portion) 1	Bread (slice) 3	Margarine (portion) 3	Bread/ Margarine 3 ea
	Chocolate Pudding 4 oz	Canned Pineapple 3 oz	Spice Cake 3 oz	Bread / Margarine 3 ea	Margarine (portion) 3	White cake 3 oz	Canned Apple Sauce 4 oz
	Milk 8 oz		Milk 8 oz	Ice Cream 3 oz	O'meal Raisin Cookie 3 oz	Fruit Drink 8oz	Fruit Drink 8oz
	Tea 8 oz		Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz
	Creamer (pwdr) 1		Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz
	Sugar (portion) 1		Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1
			Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1

BC CORRECTIONS MALE MODERATE ACTIVITY MENU

Revised June 2006

WEEK								
FOUR	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	Orange Juice 6 oz	Apple Juice 6 oz	
	Oatmeal Cooked with Bran 1 cup	Corn Flakes 1 cup	Cr. Of Wheat 1 cup	Raisin Bran 1 cup	Oatmeal Cooked with Bran 1 cup	Fried Eggs 2	Scrambled Eggs 2	
	Toast, (slice) 3	Toast, (slice) 3	Brown Toast (slice) 3	Toast, (slice) 3	Toast, (slice) 3	Bacon (strip) 2	Breakfast Sausages 2	
	Muffin (4oz) 1	Bran Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Muffin (4oz) 1	Hash Browns 5 oz	Pancakes (4") 2	
	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3		Toast, (slice) 2	
	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Jam (portion) 2	Toast, (slice) 2	Margarine (portion) 2	
	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Peanut Butter (ptn) 1	Margarine (ptn) 2	Jam (portion) 1	
						Jam (ptn) 1	Ketchup (portion) 2	
	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Ketchup (ptn) 2	Syrup 42 ml.	
	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Coffee 8 oz	Milk 8 oz	Milk 8 oz	
Beverage Break	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Coffee 8 oz	Coffee 8 oz	
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	
						Sugar (portion) 1	Sugar (portion) 1	
	Barley Soup 8 oz	Cream of Veg Soup 8 oz	Green Pea Soup 8 oz	Tomato & Rice Soup 8 oz	Lentil Soup 8 oz	Soup D'Jour 8 oz	Navy Bean Soup 8 oz	
	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	Crackers (each) 4	
	Salami & Cheese sandwich 1.5	Macaroni & Cheese Casserole 6 oz	Cold Turkey Sand. 1.5	Cold Meat Plate 3 oz	Tuna Salad Sand. 1.5	Turkey Loaf Sandwich (as per Specs) 4		
	Coleslaw 3 oz	Green Peas 4 oz	Pasta Salad 4 oz	Potato Salad 4 oz	Cabbage Salad 3 oz		Salami Sandwich 1	
		Bread slice 2	Veggie Sticks 6x3"	Tossed Salad 3 oz		Mustard (portion) 1	Mustard (portion) 1	
	Fruit Drink 8 oz	Margarine portion 2		Dressing (portion) 1	Veggie Sticks 6x3"			
	Seasonal Fresh Fruit 1	Fruit Drink 8 oz	Fruit Drink 8 oz	Bread/ Margarine 2 ea	Veggie Sticks 6x3"			
Dinner	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Fruit Drink 8 oz	Fruit Drink 8 oz	
	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Seasonal Fresh Fruit 1	Seasonal Fresh Fruit 1	
	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1			
	Beef Stew (3 oz Meat) 6 oz	Veal Cutlets 3 oz	Chili 6 oz	Chicken Cacciatore with 2oz sauce 1/4	Meatballs 3oz	Oven Baked Chicken 1/4	Salisbury Steak 3 oz	
	Mashed Potatoes 8 oz	Mushroom Sauce 2 oz	Oven Baked Potatoes 8 oz	Egg Noodles 8 oz	Sweet & Sour Sauce 3oz	Mashed Potatoes 8oz	Scalloped Potatoes 8 oz	
		Steamed Rice 6 oz	Diced Carrots 2.5oz	Mixed Vegetables 2.5oz	Rice (cooked) 6oz	Green Beans 2.5oz	Cauliflower 2.5oz	
	Tea Biscuits (3oz) 2	Kernel Corn 5 oz	Green Beans 2.5oz	Broccoli Pieces 2.5oz	Oriental Mixed Veg 5 oz	Carrot Coins 2.5oz	Brussel Sprouts 2.5oz	
	Margarine (portion) 2	Carrot Raisin Salad 3 oz				Bread (slice) 3	Bread (slice) 3	
		Bread/ Margarine 3 ea	Bread (slice) 3	Bread (slice) 3	Bread (slice) 3	Margarine (portion) 3	Margarine (portion) 3	
	Lemon Pudding 3 oz	Canned Apple Sauce 4 oz	Margarine (portion) 3	Margarine (portion) 3	Margarine (portion) 3	Chocolate Pudding 3 oz	Spice Cake 3 oz	
	Milk 8 oz	Canned Pineapple 3 oz	Caramel Pudding 3 oz	Caramel Pudding 3 oz	Ice Cream 3 oz	Fruit Drink 8oz	Fruit Drink 8oz	
	Tea 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	
	Creamer (pwdr) 1	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	Tea 8 oz	
	Sugar (portion) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	Creamer (pwdr) 1	
		Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	Sugar (portion) 1	

BC CORRECTIONS MALE MODERATE ACTIVITY MENU SPECIFICATIONS

Revised May 2006

- 1 Liquids are by volume, solids are by weight except where specified.
2 All breakfast hot and cold cereals will be by volume. Oatmeal will consist of 75% oats and 25% edible bran by weight (3/4 bag oats:1/4 bag bran).
3 Fruit juice is pure from concentrate; 6 fluid oz. Fruit drink is from crystals or syrup; 8 fluid oz.
4 Milk will be 100% powdered skim milk made according to package directions and fortified with vitamins A and D.
5 Creamer for coffee will be non-dairy creamer.
6 Muffins 4 oz raw batter each; Cookies 3 oz raw batter each; Cake 4 oz raw batter each / 3 oz as served. Applesauce and canned fruit 4 oz weight; Pudding 3 oz weight.
7 All toast and "cooked" sandwiches will be made with white medium sliced bread unless otherwise specified.
8 Bread for "cold" (uncooked) sandwiches and for evening meal will be 60% wholewheat (thin sliced).
9 All sandwiches will contain 2 oz weight of filling: ham, salami, turkey, bologna, chicken loaf, Bavarian meat loaf, cheese, peanut butter, sliced meats from leftovers, egg or tuna salad (2 oz egg or tuna).
10 In sandwiches, each slice of bread is to be spread with margarine or salad dressing. All submarine buns will be 7 inch Beef Dip Bun (white); at least 2.5 oz weight.
11 Meat and/or cheese sandwiches and subs will contain 3 grams of shredded lettuce. Subs will contain 11 grams tomato (total lettuce + tomato=1/2 oz / 14 grams).
12 Sandwich fillings are to vary from meal to meal with no two consecutive days to have the same filling. Jam may be added to peanut butter sandwich but does not count as the protein filling.
13 Vegetable Sticks consist of a seasonal variety unless otherwise stated of 6 sticks 3" long (3/8 cup; 3 fluid oz.)
14 Tossed Salad 3 oz weight; Carrot & Raisin Salad 3 oz weight including dressing.
15 Chicken Salad Plate will contain 3 oz of diced chicken white and dark; Turkey Salad Plate 3 oz of diced turkey; Egg & Cheese Plate will have 1-1/2 eggs and 1-1/2 oz of cheese.
16 Pizza will contain 1.5 oz meat, 1 oz of vegetable and 1.5 oz of cheese per serving.
17 All weiners will be chicken 8 to 1 kg unless otherwise stated.
18 Sloppy Joe will be made from "Hot Hucks" Veggie Burger Mix Product code: 308761 and include vegetables and seasonings according to recipe.
19 Soup is by volume (8 oz.) and will contain a minimum of 3oz cooked grains, beans, pasta or potatoes per portion, and can be made from leftovers.
20 Soup stock must be vegetable stock not meat stock. Cream soups will be non dairy, made with corn starch or wheat.
21 All meats and vegetables will be by cooked weights unless specified. Gravy or mushroom sauce: 1/4 cup = 2 fluid oz measured with 2 oz ladle.
22 Mashed Potato 1 cup=8 fluid oz; French Fries & Hash Browns 1/2 cup=4 fluid oz; Boiled & Oven Roast Potato 8 oz cooked weight; Rice 6 oz cooked weight; Noodles & Pasta 1 cup=8 fluid oz cooked.
23 Italian Sauce will consist of "Hot Hucks" product code # 308772 and contain tomato and seasonings according to recipe.
24 Beef Chow Mien will contain 3 oz of meat and 3 oz of vegetables plus noodles per serving.
25 All 1/4 chicken servings will be chicken leg & thigh 8-10 oz. (Edible portion will be at least 3 oz meat.)
26 Hot Hamburger Sandwich will consist of 1 x slice of Texas Bread (Canada Bread spec Texas Toast) with a 3oz cooked burger pattie/roast beef.
27 Meat Loaf will contain 1-1/2 oz meat and 1-1/2 oz beef flavored rehydrated TVP or 3 oz beef.
28 French Meat Pie will contain 1-1/2oz meat and 1-1/2 oz beef flavored rehydrated TVP or 3oz. beef, 3-1/2oz of vegetables and 1-1/2 oz of pastry.
29 Chili will consist of 3 oz of "Hot Hucks" product code # 308784 and will contain vegetables, red kidney beans and seasonings according to recipe.
30 Meat/Vegetable Stir Fry will contain 3oz of meat per serving.
31 Lasagna will contain 3oz of Italian sauce (Hot Hucks product code# 308772) with vegetables and 5 oz pasta per serving and be made according to recipe.
32 Apart from tuna in sandwiches, the only fish permitted to be served on the menu will be 3 oz Baked Fish (battered pollock).
33 **Diabetic Snack** will consist of one half sandwich (as per sandwich specifications) three times per day and must rotate between cheese, peanut butter, meat and other variations.
34 **Bag Breakfast** will consist of 1 muffin, 2 slices of bread, cereal, 250ml carton of milk, 200ml Tetra Pak fruit juice, 2 jam, 2 peanut butter, sugar, spoon and 2 margarine.
35 **Bag (court) Lunches** will consist of 2 sandwiches, 200ml Tetra Pak Fruit Drink, 1 cookie (3 oz batter) and 1 piece fruit.
36 **Crew Lunches will consist of 8 oz soup (bulk), 4 crackers, 2 sandwiches*, 8 oz beverage and 1 piece fruit. Egg Salad and Tuna Salad Mix are NOT to be served in Crew Lunches.**
37 *** Secure Moderate Activity Centres providing outside Crew Lunches will contain 3 sandwiches.**
38 **Condiments will be as follows:**

Peanut Butter: 18 ml; Jam: 9 ml; Creamer Powder: 2 grams; White Sugar: 3.5 grams; Brown Sugar: 3.5 grams; Ketchup: 9 grams; Mustard: 7 grams;
Relish: 9 grams; All Dressings: 16 ml; Soya Sauce: 10 grams; Table Syrup: 42 ml; Margarine: 4.5 grams. The margarine used must be one that provides vitamin E

No Changes are to be made to this menu without authorization from the Corrections Contract Manager.

Unavoidable local substitutions must be reported to the local liaison warden.



Health Care Services Agreement

THIS AGREEMENT made in duplicate this 29th day of March, 2011.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch (herein called the "**Province**")

OF THE FIRST PART

AND:

Sentry Correctional Health Services Inc.,
a body corporate, incorporated under the laws of the Province of British Columbia under Certificate of corporation No. BC 0470401 and having its registered office at 105-1465 Salisbury Avenue, Port Coquitlam, BC V3B 6J3.

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "ACCW" means the Alouette Correctional Centre for Women, located in Maple Ridge, BC;
- (b) "Addiction Counsellor" means the Contractor's employee or a sub contractor who is a duly qualified addiction professionals providing addiction services to all Inmates;
- (c) "Administrative Fee" means a fixed, firm, annual price that will apply to all costs described in paragraph 4.01 of the Schedule of Payments;
- (d) "Administrative Staff" means the Contractor's employees that provide administrative services to support the delivery of health services;
- (e) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (f) "Assistant Health Care Manager" means the Contractor's employee that provides support to the Health Care Manager at Centres where this position has been approved by the Province;
- (g) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (h) "Branch Contract Manager" means the employee of the Branch designated by the Assistant

- Deputy Minister for the purpose of the daily management of the Agreement;
- (i) "Clinician" means physicians, psychiatrists, psychologists, dentists and addictions counsellors;
 - (j) "Communicable Disease Lead" means the Contractor's employee responsible for organizing, monitoring and communicating with Health Care Personnel and Ministry representatives regarding all infectious agents, prevention measures, potential outbreaks, staff/inmate education and treatment/control options;
 - (k) "Contractor's Manager" means the Contractor's representative responsible for managing the overall Agreement for these Services in all aspects from initial to final stages of Service delivery, and includes the Contractor's back-up manager, as approved by the Province;
 - (l) "Correctional Centre" or "Centre" means a correctional centre under the Correction Act;
 - (m) "CORNET" means the electronic information system used by the Corrections Branch to manage Inmate data;
 - (n) "Correction Act" means the *Correction Act*, SBC 2004, c. 46;
 - (o) "Correction Act Regulation" means the *Correction Act Regulation*, B.C. Reg. 58/2005;
 - (p) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
 - (q) "Dentists" means a professional duly registered and entitled to practice Dentistry in the Province of British Columbia and who is to be and remain a member in good standing of the College of Dental Surgeons of British Columbia;
 - (r) "Deputy Provincial Director" means the person designated by the Provincial Director to monitor and oversee the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
 - (s) "Director, Mental Health Services", means the person designated by the Assistant Deputy Minister to provide clinical supervision of mental health services;
 - (t) "Discharge Planning Lead" means the Contractor's employee responsible for all health care related discharge and transfer planning, including community follow-up and referrals, continuity of care and medications, and related communication as described in 16.01 of this Agreement;
 - (u) "Distribution" of medication means the dispensing of medication to the patient;
 - (v) "Drug Formulary" means the BC Corrections Branch Drug Formulary which is a list of medications classified by generic names for use in BC Correctional Centres as amended from time to time by the Province;
 - (w) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;
 - (x) "Financial Administration Act" means the *Financial Administration Act*, RSBC 1996, c.138;
 - (y) "FMCC" means the Ford Mountain Correctional Centre, located in Chilliwack, BC;
 - (z) "FRCC" means the Fraser Regional Correctional Centre, located in Maple Ridge, BC;
 - (aa) "Functional Lead Roles" means the Communicable Disease Lead, Technology Lead, Medication and Supply Services Lead, Mental Health and Addictions Lead, and Discharge Planning Lead;
 - (bb) "General Practitioner" means physicians duly registered and entitled to practice medicine in the Province of British Columbia;
 - (cc) "Health Care Facility" means the area or areas within each Correctional Centre designated by the Warden for the Contractor's use in providing the Services;
 - (dd) "Health Care Manager" means the Contractor Employee responsible for the overall management and coordination of the Health Care Facility located within each Correctional Centre;
 - (ee) "Health Care Personnel" means all professional and other workers engaged or retained by the Contractor to provide any of the Services for or on its behalf;
 - (ff) "Health Care Services" or "Services" means Inmate medical, dental, mental health and addiction services described in the Schedule of Services;
 - (gg) "Health Care Services Manual" means the Corrections Branch Health Care Services Manual.

- (hh) "Incorporated Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other materials in existence prior to the start of the Term or developed independently of this Agreement, whether complete or not, and that are incorporated into or embedded in the Produced Material by the Contractor or its subcontractors;
- (ii) "Inmate" has the same meaning as in the *Correction Act*, SBC2004, c. 46 s. 34;
- (jj) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (kk) "KRCC" means the Kamloops Regional Correctional Centre, located in Kamloops, BC;
- (ll) "LPN" means Licensed Practical Nurse, as licensed through the College of Licensed Practical Nurses of British Columbia;
- (mm) "Material" means, collectively, the Produced Material and the Received Material;
- (nn) "Mental Health and Addictions Lead" means the Contractor's employee responsible for all mental health and addiction patient assessment and care issues, and communication;
- (oo) "Mental Health Program Coordinator" means the Contractor's employee who provides coordination of services and special programs under the clinical supervision of the Mental Health and Addictions Lead to all Inmates with significant mental disorders;
- (pp) "Mental Health Screener" means the Contractor's employee who provides mental health screening services to all Inmates, as required, by qualified Mental Health Screeners acceptable to the Ministry;
- (qq) "MRP" or "Most Responsible Physician" means any General Practitioner providing service at a Correctional Centre;
- (rr) "MSP" means the Medical Services Plan of British Columbia;
- (ss) "Medical Director" means that person designated by the Assistant Deputy Minister to provide clinical supervision of health services;
- (tt) "Medication and Supply Services Lead" means the Contractor's employee responsible for medication monitoring, prescribing practices of General Practitioners and Dentists, medication and supply utilization, cost analyses and cost containment, and participates in Drug Formulary recommendations and compliance monitoring.;
- (uu) "NCC" means the Nanaimo Correctional Centre, located in Nanaimo, BC;
- (vv) "Necessary Government Approvals" means the issuance by a government (including Canada, the Province and municipalities) or any department, branch or agency thereof of all permits, licenses or approvals required for the Contractor to perform the Services and to use and operate all equipment, premises and facilities, if any, in connection therewith;
- (ww) "NFPC" means the North Fraser Pre-trial Centre, located in Port Coquitlam, BC;
- (xx) "OFA" means Occupational First Aid;
- (yy) "PAC" means the Primary Assessment and Care Inmate electronic health care record operated and maintained by the Province;
- (zz) "PDC" means the Product Distribution Centre, Ministry of Citizens' Services;
- (aaa) "PGRCC" means the Prince George Regional Correctional Centre, located in Prince George, BC;
- (bbb) "Pharmacy Technician" means pharmacy technician who is a graduate of a recognized pharmacy technician program.
- (ccc) "Produced Material" includes all Incorporated Material and all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or its subcontractors;
- (ddd) "Provincial Director" means the Provincial Director or designate, Adult Custody Division, Corrections Branch designated by the Assistant Deputy Minister;
- (eee) "Program" means the program or programs, if any, established by the Assistant Deputy Minister;
- (fff) "Psychiatrists" means a Psychiatrist duly registered and entitled to practice Psychiatry in the



- Province of British Columbia;
- (ggg) "Psychologists" means a Psychologist duly registered and entitled to practice Psychology in the Province of British Columbia;
 - (hhh) "Received Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or its subcontractors from the Province or any other person;
 - (iii) "RPN" means Registered Psychiatric Nurse, as licensed through the College of Registered Psychiatric Nurses of British Columbia;
 - (jjj) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
 - (kkk) "Services" means the services described in the attached Schedule of Services;
 - (lll) "Sessional" means a period of 3.5 hours during which physician, psychological or psychiatric services are provided;
 - (mmm) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
 - (nnn) "SPSC" means the Surrey Pre-trial Services Centre, located in Surrey, BC;
 - (ooo) "Standards" means those standards, means the Standards of Conduct for Corrections Branch Employees;
 - (ppp) "Technology Lead" means the Contractor's employee who is an expert in all aspects of medical technology related to the delivery of Services delivered under this Agreement
 - (qqq) "Term" means the period referred to in paragraph 3.02 of the Agreement;
 - (rrr) "Treasury Board" means the board continued under the *Financial Administration Act*, RSBC 1996, c. 138;
 - (sss) "VIRCC" means the Vancouver Island Regional Correctional Centre, located in Saanich, BC;
 - (ttt) "Warden" means the warden of each Correctional Centre; and
 - (uuu) "Workers Compensation Act" means the *Workers Compensation Act*, RSBC 1996, c. 492.

REPRESENTATIONS AND WARRANTIES

- 2.01 The Contractor represents and warrants to the Province that:
 - (a) all information, statements and documents submitted to the Province in connection with this Agreement are true and correct;
 - (b) it has obtained all necessary government approvals;
 - (c) it has received and read the Standards as well as any additional documents referred to in the Schedule of Standards; and
 - (d) it has received and read the privacy policies detailed in the Privacy Protection Schedule.
- 2.02 All representations and warranties made herein and all documents, proposals, submissions, and information provided by the Contractor are material and will be deemed to have been relied upon by the Province, and will survive the execution and delivery of this Agreement and continue in full force and effect so long as this Agreement remains in force.
- 2.03 Upon request from the Assistant Deputy Minister from time to time, the Contractor will provide evidence satisfactory to the Assistant Deputy Minister that the representations and warranties set forth in paragraph 2.01 are true and correct.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on April 1, 2011 and ending on March 31, 2016.
- 3.03 The Province will be under no obligation to renew, extend or renegotiate the terms of this agreement following its termination or expiration.

- 3.04 The Contractor will co-operate with the Province and any other interested parties to effect a reasonable transition in performance of the Services as a result of the expiration or termination of this Agreement and this obligation will survive such expiration or termination.

CERTIFICATIONS AND QUALIFICATIONS

- 4.01 Where any Schedule attached hereto or any law or governing body having jurisdiction requires that any of the Services must be provided by:
- (a) a duly qualified, certified or licensed practitioner or professional, or
 - (b) a person with a certain qualification or level of training, competence or experience,
- The Contractor will cause and permit only those persons who meet the requirements of paragraph (a) or (b) above, to perform those Services.
- 4.02 The Contractor will ensure that it and all personnel engaged by it hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing, and upon request from the Assistant Deputy Minister from time to time, will provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.
- 4.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor or any of its employees or sub-contractors requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor will not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province will reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 5.01 The Contractor will:
- (a) perform the Services to the reasonable satisfaction of the Assistant Deputy Minister;
 - (b) perform the Services to the standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
 - (c) use its best efforts to deliver the Services as contemplated by this Agreement, and to achieve the goals and objectives of the Program(s), if any;
 - (d) observe, perform and comply with the Standards, Security Procedures and those provisions of the statutes referred to in the Schedule of Standards;
 - (e) unless otherwise provided in any of the Schedules attached hereto, report to the Branch Contract Manager any breaches or imminent or potential breaches of Security Procedures by persons assigned to the Program(s) or by any recipient of any of the Services, and will include in its report all related information of which the Contractor is aware.
- 5.02 The Province may revoke the security clearance of an employee or sub-contractor of the Contractor if that employee or sub-contractor fails to comply with the Standards of Conduct for Corrections Branch Employees listed in the Schedule of Standards.

PAYMENT

- 6.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- 6.02 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 6.03 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax

from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.

ENVIRONMENTAL PRACTICES

- 7.01 The Contractor will take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:
- (a) reusing or recycling waste products which it uses or produces in providing the Program(s) or Services; and
 - (b) wherever possible, using products which are environmentally safe.

RECORDS AND REPORTS

- 8.01 Unless otherwise specified in any of the Schedules attached hereto, the Contractor will:
- (a) keep a record of all dates and hours during which the Services are provided;
 - (b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same; and
 - (c) keep books of account and supporting documents relating to the number of employees, their classification, and the wages and benefits provided to employees.

The Assistant Deputy Minister will have free access at all reasonable times to such records, invoices, receipts, vouchers, books of account, and supporting documents for the purposes of copying or auditing the same.

- 8.02 In addition to any information or reports required pursuant to any of the Schedules attached hereto, the Contractor will, upon request:
- (a) fully inform the Province of work that has been done and that remains to be done by or for the Contractor in connection with the provision of the Services;
 - (b) permit the Province at all reasonable times to inspect and examine any premises and equipment (including inventory and facilities, if any) used by the Contractor in connection with the provision of Services, and to review and copy any and all Material; and
 - (c) cooperate fully with the Province in evaluating and assessing the efficiency, quality and delivery of the Services.

INDEPENDENT CONTRACTOR

- 9.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province or the Assistant Deputy Minister.
- 9.02 Unless provided by the Province pursuant to this Agreement, the Contractor will supply all Material, Facilities, labour, equipment and supplies necessary to perform the Services.
- 9.03 The Contractor will not in any manner whatsoever commit the Province or the Assistant Deputy Minister to the payment of any money to any person, firm or corporation.
- 9.04 All personnel engaged by the Contractor for the purposes of this Agreement will, throughout the Term, be the responsibility of the Contractor and not of the Province or the Assistant Deputy Minister, and without limiting the generality of the foregoing, the Contractor will:
- (a) ensure that all personnel observe, perform and comply with every provision of this Agreement that is applicable to any of the Services for which they are engaged by the Contractor;
 - (b) be solely responsible for the supervision and discipline of its personnel and the payment of all remuneration to its personnel;
 - (c) where the Contractor or its employees are required to be registered under the *Workers Compensation Act*, obtain such registration as is required under that Act and maintain it in good standing;
 - (d) pay any taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, workers compensation assessments and any other assessments, fees, or charges

of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any government by virtue of the relationship between the Contractor and its employees or its subcontractors; and

- (e) not do anything that would result in personnel hired by the Contractor or one of its subcontractors being considered employees of the Province.

INSURANCE AND INDEMNITY

- 10.01 The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
- (a) Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Professional Liability in an amount not less than \$10,000,000.00 per claim insuring the Contractor's liability resulting from errors or omissions in the performance of the Services by the Contractor's professional staff and this insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation.
 - (c) All-risk Property insurance in an amount sufficient to replace the Contractor's equipment, including the perils of Earthquake and Flood, including where applicable coverage for the Contractor's computer and electronic equipment, and data and programmes on computer media, that if lost or damaged would impair the Contractor's ability to perform the Services. This insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation and include a waiver of subrogation in favour of the Province.
- 10.02 All insurance must be primary and not require the sharing of any loss by any insurer of the Province.
- 10.03 The Contractor must provide the Province with evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance:
- (a) within 10 working days of commencement of the Services;
 - (b) if the insurance expires before the end of the term of this Agreement, within 10 working days of expiration; and
 - (c) Notwithstanding (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 10.04 The Contractor shall ensure that at all times during the Term:
- (a) all non-physician professionals delivering the Services are licensed to practice their specialty within the province of British Columbia, are delivering Services within the scope of their license, and each carries no less than the minimum amount of medical malpractice insurance required by their respective licensing college or other professional body or as required by law;
 - (b) all physicians (including psychiatrists) providing physician Services under this Agreement are members of the Canadian Medical Protective Association, and the scope of such Services is within the normal scope of practice defended by the Contractor by the Canadian Medical Protective Association; and
 - (c) show evidence of licensing and malpractice insurance for any professional delivering Services if requested to do so by the Province.
- 10.05 The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Agreement, in its sole discretion.

- 10.06 The Contractor hereby waives all rights of recourse against the Province in relation to any damage to the Contractor's property.
- 10.07 The Contractor shall indemnify and save harmless the Province, its employees and agents, and the Assistant Deputy Minister from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province, its employees and agents, or the Assistant Deputy Minister may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts or omissions of the Province.

OWNERSHIP

- 11.01 Any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement, will be the exclusive property of the Province, and will forthwith be delivered by the Contractor to the Assistant Deputy Minister on the Assistant Deputy Minister giving written notice to the Contractor requesting delivery of the same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement, unless otherwise provided in any of the Schedules attached hereto.
- 11.02 The Province will own all property rights in the Material which are not intellectual property rights.
- 11.03 The Contractor will deliver any Material to the Province immediately upon the Province's request.
- 11.04 The Province will exclusively own all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor received from the Province, and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the Province's request, the Contractor will deliver to the Province documents satisfactory to the Province, waiving in the Province's favour any moral rights which the Contractor or its employees, or a subcontractor or its employees may have in the Produced Material, and confirming the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 11.05 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.

ASSIGNMENT AND SUBCONTRACTING

- 12.01 The Contractor will not without the prior written consent of the Assistant Deputy Minister:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) subcontract any obligation of the Contractor under this Agreement.
- 12.02 No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

CONFIDENTIALITY AND SECURITY

CONFIDENTIALITY

- 13.01 The Contractor will treat as confidential and will not, without the prior written consent of the Assistant Deputy Minister, publish, release or disclose or permit to be published, released or disclosed at any time, whether before, upon or after the expiration or sooner termination of this Agreement, any material or information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except insofar as such publication, release or disclosure is necessary for the Contractor to fulfil its obligations under this Agreement or to comply with the law of the Province or Canada.
- 13.02 The Contractor will comply with all of the provisions of the attached Privacy Protection Schedule as well as all directions given by the Province under the Privacy Protection Schedule.

SECURITY

13.03 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule if attached.

CONFLICT OF INTEREST

14.01 During the Term, the Contractor will not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice does or may, in the reasonable opinion of the Assistant Deputy Minister, give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

DEFAULT AND TERMINATION

- 15.01 The Province may terminate this Agreement at any time, without cause, by giving at least 30 days written notice of termination to the Contractor.
- 15.02 If the Contractor fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Assistant Deputy Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 16.01.
- 15.03 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor that portion of the fees and expenses described in the Schedule of Payments which equals the portion of the Services that was completed to the Province's satisfaction before termination. That payment discharges the Province from all liability to the Contractor under this Agreement.

NOTICES

16.01 Any notice, consent, waiver, report, document, payment or material that either party may desire or be required to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee on the date of delivery if delivered personally or, if mailed, on the fifth business day after the mailing of the same in British Columbia by prepaid post addressed, as the case may be, to the Province, the Assistant Deputy Minister or an authorized representative, at the following address:

Contact: Deputy Provincial Director responsible for Health Care
Corrections Branch
Ministry of Public Safety and Solicitor General
Address: PO Box 9278
Address: STN Prov Govt., Victoria BC V8W 9J7
Fax: 250-952-6883

or to the Contractor at the following address:

Sentry Correctional Health Services Inc,
PO Box 871
Fort Langley, BC V1M 2S3
Fax: 604-888-9565

16.02 Either party may, from time to time, give to the other written notice of any change of its address, and from and after the giving of such notice, the address therein specified will, for the purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

NON-WAIVER

- 17.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and has been signed by the Assistant Deputy Minister.
- 17.02 The written waiver by the Assistant Deputy Minister of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

APPROPRIATION

- 18.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement will be subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board not having controlled or limited expenditure under any appropriation referred to in subparagraph (a), pursuant to the *Financial Administration Act*.

PROVINCIAL SERVICES

- 19.01 The Province will:
- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures that are applicable to the Services;
 - (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
 - (c) where not otherwise provided for in any Schedule attached hereto, and subject to available staff and resources of the Branch, assign a Branch Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
 - (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.
- 19.02 If any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory, then any such license will be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

CRIMINAL RECORDS REVIEW ACT

- 20.01 The Contractor must demonstrate to the Branch Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to any other criminal record check requirements the Contractor has established for its employees.
- 20.02 The Contractor must inform its employees about the requirements of the CRRA if those individuals are employed in, or are applicants for employment in, a job that involves working directly with children or having or potentially having unsupervised access to children in the ordinary course of employment, or in the practice of an occupation.
- 20.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.

- 20.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 20.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA does not work with children. This may mean the employee is terminated, given leave, or offered other options that ensure that the employee does not work with children.
- 20.06 Any cost associated with criminal record checks is the responsibility of the Contractor.

INTERPRETATION

- 21.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 21.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provision in the Schedule will be inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
- 21.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question will be referred to the Assistant Deputy Minister for determination and his determination will be final.
- 21.05 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement will be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 21.06 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and do not define, limit or enlarge the scope of any provision of this Agreement.
- 21.07 In this Agreement wherever the singular or neuter is used it will be construed as if the plural, feminine or masculine, as the case may be, had been used where the context or the parties hereto so require.
- 21.08 This Agreement contains the entire agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained herein or specifically preserved under the terms of the Agreement.
- 21.09 This Agreement may be amended in writing but no such amendment will have any force or effect unless and until it is signed by both parties.
- 21.10 Every reference in this Agreement to an act, whether or not defined, will include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 21.11 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.
- 21.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable and severed from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Public Safety and Solicitor General, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:	SIGNED AND DELIVERED by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of:
(Witness): <i>McCurrie</i>	(Witness): <i>Dave MacNeil</i>
(For the) Assistant Deputy Minister: X <i>B. Muel</i>	Contractor or Authorized Signatory: X <i>Jill Schmidt</i>
Print Name: <i>Brent Merchant</i>	Print Name and Title: <i>Jill SCHMIDT, PRESIDENT</i>
Date: <i>March 31, 2011</i>	Date: <i>March 30, 2011</i>

8



Schedule of Services

With respect to each Correctional Centre referred to in Appendix I to this Schedule, the Contractor will provide comprehensive medical, dental, mental health and addiction Services to Inmates as set out in this Schedule.

SERVICE DELIVERY EXPECTATIONS

In providing the Services, the Contractor will use plain language and will communicate in a manner suitable for those Inmates with limited literacy in English.

If the Province determines, in its sole discretion, that specific terms, service levels or other aspects of the Service delivery does not meet the specifics in the Agreement, the dispute resolution process described in 55.01 to this Schedule will be initiated.

The Contractor will maintain sufficient staff to fulfill all staffing requirements set out in Appendix C to this Schedule to this Schedule, as may be amended from time to time during the term of the Agreement.

HOURS OF SERVICE

The Contractor will provide the Services on such days and during such times as specified in Appendix C to this Schedule, unless otherwise determined, from time to time, by the Ministry in consultation with the Contractor.

The Contractor will maintain sufficient staffing levels to fulfill Service delivery requirements described in Appendix C to this Schedule. One measure of Service delivery is the variance between required hours of Service delivery as noted in Appendix C, and actual hours of Service delivered.

MEDICAL SERVICES

22.01 In each of the correctional Centres referenced in Appendix I of this Schedule, the Contractor will provide:

- (a) treatment of illness, injury and disease to restore or improve the health of the Inmate, recognizing differences in gender, age and culture, including, but not limited to:
 - (i) First aid;
 - (ii) Emergency care;
 - (iii) Primary care; and
 - (iv) Isolation care capability;
- (b) nursing care;
- (c) 24-hour nursing services at Surrey Pre-trial Services Centre (SPSC) AND North Fraser Pre-trial Centre (NFPC), or as directed by the Province; and
- (d) within 24 hours of intake, a health assessment on each inmate performed by a physician or by a nurse acting under the direction of a physician, regardless of the date of the Inmate's last admission.

The Branch will provide health care space, equipment, supplies and materials to meet the requirements for the Services at each Centre.

22.02 The Contractor will comply with the following:

- (a) B.C. Corrections Health Care Services Manual (HCSM), which references the Lippincott Manual of Nursing Practice;

- (b) B.C. Corrections Health Care Records User's Manual; and
 - (c) B.C. Corrections Drug Formulary (will be updated during the Term of the Agreement).
- 22.03 The Contractor will also comply with the Occupational Health and Safety Regulations.
- 22.04 The Contractor will engage in discussions with the Province to explore health related offender programs delivered between the Contractor and Branch staff.
- 22.05 The Medical Director, Corrections Branch and/or the Director, Mental Health Services will establish and monitor standards of clinical practice on behalf of the Province.

Medication

23.01 Prescribing

The Contractor will work with the Branch to ensure the consistency and quality of medications used, and to control the cost of those medications in correctional centres.

The Contractor will order generic, cost effective drugs from the PDC using an approved medication list provided by the Branch wherever possible.

The Contractor will ensure that General Practitioners, Psychiatrists and Dentists will order only those medications listed in the BC Corrections Drug Formulary except in circumstances described by policy found in the Health Care Services Manual.

23.02 Distribution

The Contractor will distribute medication using a process that is acceptable to the Branch as described in the Health Care Services Manual.

The Contractor will record prescriptions in the PAC System and distribute the medications using PAC in accordance with the Health Care Services Manual. This includes but is not limited to:

- (a) correct medication labelling and administration;
- (b) overdose prevention;
- (c) storage, control and use of contingency medication;
- (d) review of medications on admission, transfer and release;
- (e) self-administration of medication;
- (f) physicians standing orders; and
- (g) over-the-counter medication.

23.03 Methadone Maintenance Treatment Program

Except at FMCC, the Contractor will provide Services for methadone maintenance treatment in accordance with the Health Care Services Manual.

23.04 Communicable Diseases

The Contractor will provide testing for communicable diseases, counselling, vaccinations, and treatment programs for each Inmate in accordance with the Health Care Services Manual.

DENTAL SERVICES

- 24.01 In consultation with the Branch, the Contractor will plan, deliver and manage dental services to Inmates as defined in the Health Care Services Manual. The Contractor's responsibilities include but are not limited to:

- (a) providing appropriate triage, treatment and referral of Inmates;
- (b) providing dental clinics according to schedules established with each Centre;
- (c) supervising, scheduling, training and professional development of qualified staff and sub-contractors;
- (d) liaising with community dental services;
- (e) reviewing developments in the dental care field; and
- (f) producing, updating and maintaining dental protocols and standing orders at each Centre.

- 24.02 The Contractor will not refer Inmates for off-site Dental Services without the prior approval of the Province.

MENTAL HEALTH SERVICES

- 25.01 The Contractor will retain mental health professionals to work collaboratively with Health Care Personnel to provide mental health services in accordance with the policies contained in the Health Care Services Manual and the Adult Custody Policy.
- 25.02 The Contractor will provide in all Centres (with the exception of FMCC), a Mental Health Program Coordinator to coordinate mental health services and provide special programs to Inmates in the Mental Health Unit, segregation, and other areas of the Centre as required. This service will be provided under the supervision of the Centre's Psychologist.
At FMCC, the Contractor will utilize a Health Care Manager or nurse to perform the duties of, and be qualified as a Mental Health Program Coordinator.
- 25.03 The Contractor will provide mental health program and clinical services for Inmates with significant mental disorders and for inmates in any unit within a Centre designated for Inmates with significant mental disorders.
- 25.04 In providing mental health treatment the Contractor will ensure there is a focus on discharge planning by assisting the Inmate to receive ongoing services when transitioning to the community. Where possible, forensic liaisons, community mental health resources, and/or addiction services should be consulted in arranging for appropriate reintegration plans.
- 25.05 The Director, Mental Health Services and/or the Medical Director Corrections Branch, will establish and monitor clinical practice on behalf of the Province.

ADDICTION SERVICES

- 26.01 The Contractor will provide addiction and concurrent disorders services including the provision of an integrated mental health and addictions continuum and harm reduction through to abstinence-based interventions. The Contractor will provide these Services to all Inmates, including remanded and sentenced Inmates.
- 26.02 The Contractor will provide addiction and concurrent disorders services that focus on guiding Inmates through withdrawal, assessment, treatment plan development, encouraging accountability for issues related to substance abuse, group counselling, and assisting Inmates to access ongoing services upon release to the community. The Contractor will provide treatment and counselling that includes interventions that directly influence criminal behaviour and impact recidivism, including motivation based interventions, and the promotion of pro-social thoughts, attitudes and behaviours.
- 26.03 The Contractor will provide addiction and concurrent disorders services that also include relapse prevention and release planning. The Contractor will consult with community mental health and addiction resources to develop appropriate reintegration plans.
- 26.04 The Director, Mental Health Services and/or the Medical Director Corrections Branch, will establish and monitor clinical practice on behalf of the Province.

GENERAL SERVICES

- 27.01 The Contractor will provide the Services in accordance to the Health Care Services Manual.
- 27.02 The Contractor will respond to Inmate Complaints in accordance with the health Care Services Manual.
- 27.03 The Contractor will identify all Inmates with acute or evolving medical condition and will track the progress and treatment of these Inmates in PAC, and CORNET. The Contractor will monitor these Inmates daily and assess and treat them as required.



ROLES AND RESPONSIBILITIES OF HEALTH CARE PERSONNEL

The Province reserves the right to define and accept the level of qualifications for each of the Health Care Personnel. If the Ministry in its absolute and complete discretion determines that an individual is not qualified for a particular role, the individual will not be accepted for that role and the Contractor will be obligated to find an alternative that is acceptable to the Ministry.

In addition, the Province, in its absolute and complete discretion, has the right to refuse entry to any Centre for any Health Care Personnel that do not comply with the Security Procedures or meet security screening requirements.

The Contractor will provide key personnel to fulfil the following roles and responsibilities:

Contractor's Manager and Back-Up Manager

- 28.01 The Contractor's Manager will manage this Agreement for Services in all aspects from initial to final stages of Service delivery. The Contractor's Manager's key duties will include, but are not limited to, the following:
- (a) recruitment and hiring of all Health Care Personnel;
 - (b) ensuring the provision of all the necessary clerical and telecommunication support for this Agreement;
 - (c) provision of all the necessary communication and transmission of information to the Ministry electronically, as requested;
 - (d) ensuring administrative duties such as the preparation and submission of monthly billing invoices are completed in a timely manner;
 - (e) maintenance of a complete and accurate system of records/documents that relate to the Services;
 - (f) ensuring all Health Care Personnel retrieve, review and update information on CORNET and PAC;
 - (g) submission of all pertinent/related documentation related to the Services, as requested by the Ministry;
 - (h) overall supervision and direction of all Health Care Personnel associated with this Agreement;
 - (i) decision-making authority on behalf of the Contractor for Contract negotiations, monitoring, administration, training, problem and conflict resolution and issues management; and
 - (j) travelling, as necessary, for issues related to the aforementioned tasks.
- 28.02 The Contractor will ensure the Contractor's Manager is a full time position and that the Contractor's Manager can be contacted for emergencies 24 hours per day, seven days per week. The Contractor will provide a designated backup for the Contractor's Manager with full authority of that position, if the Contractor's Manager is absent for more than one business day.
- 28.03 The Contractor's Manager will not provide direct patient services more than 20 days a year.
- 28.04 A designated backup manager for the Contractor's Manager, with full authority of the position, is required if the Contractor's Manager is absent for more than one business day.
- 28.05 When acting as the Contract Manager, the Back-up Manager assumes responsibilities of the Contract Manager in all respects as outlined in 28.01 through to and including 28.03 of this Schedule.

Functional Lead Roles

- 29.01 The Contractor will provide Functional Leads to give leadership, support and guidance in their areas of responsibility, including, but not limited to, the following:
- (a) carrying supervision responsibilities for respective functional specialists;
 - (b) maintaining a province-wide perspective for their functional area;
 - (c) facilitating collaboration and integration with other functional areas;
 - (d) innovating work processes and proposing functional efficiencies; and
 - (e) assessing and arranging for on-going personnel educational and training needs.
- 29.02 Functional Leads will be responsible for communicating directly with various designated Branch representatives.

- 29.03 The Contractor must provide a designated backup for all Functional Lead roles is required if a Functional Lead is absent for more than one business day.

Communicable Disease Lead

- 30.01 The Contractor will provide a Communicable Disease Lead to organize, monitor and communicate with Health Care Personnel and Branch representatives regarding all infectious agents, prevention measures, potential outbreaks, staff/Inmate education and treatment/control options. The Communicable Disease Lead's key responsibilities will include, but are not limited to, the following:
- (a) providing clinical expertise, leadership and coordination/clinical supervision of all Health Care Personnel responsible for delivering services related to communicable diseases, including the provision of immunization for staff and Inmates;
 - (b) assessing Health Care Personnel training needs related to communicable disease and arranging for training as necessary;
 - (c) conducting outbreak analyses and recommending prevention measures on a day-to-day basis during outbreaks;
 - (d) writing infection control protocol documents;
 - (e) developing infection control protocols; and
 - (f) providing education to staff/Inmates regarding treatment/control options.

Technology Lead

- 31.01 The Contractor will provide a Technology Lead to assist with all technology including medical, dental and computer equipment and the maintenance of electronic health records and SharePoint site(s). This includes, but is not limited to, x-ray machines, autoclaves, surgical equipment, AEDs, EKGs, prosthetic devices, oxygen and intravenous supplies, tele-health, patient monitoring and information technology. The Technical Lead's key responsibilities will include, but are not limited to, the following:
- (a) monitoring the data within the electronic health record system (PAC) to ensure accuracy of data input and the effective and appropriate use of the system by Health Care Personnel and raise any issues, observations and recommendations with the Contractor or the Branch;
 - (b) assessing Health Care Personnel technical training needs and arranging necessary training (including PAC training);
 - (c) making sure all equipment is up to date and functional and recommending/reporting to the Branch Contract Manager the purchase, replacement or repair of medical and dental equipment and supplies; and
 - (d) providing technical expertise and support to all Health Care Personnel.

Medication and Supply Services Lead

- 32.01 The Contractor will provide a Medication and Supply Services Lead to be responsible for medication monitoring, prescribing practices of General Practitioners and Dentists, medication and supply utilization, cost analyses and cost containment, and participates in Drug Formulary recommendations and compliance monitoring. The Medication and Supply Services Lead will be required to participate in the Pharmacy & Therapeutic Advisory Committee. Other key responsibilities of the Medication and Supply Services Lead will be, but are not limited to, the following:
- (a) ensuring medication and supply inventories are regularly monitored and replenished, as needed (includes disaster supply inventory planning);
 - (b) monitoring and tracking prescribing practices of physicians and dentists in order to provide feedback to the Contractor and the Branch;
 - (c) managing risks associated with medication prescribing and administration and medication diversion, including medication errors, overdose risks, and medication interactions;
 - (d) recommending to the Branch strategies to minimize medication errors and overdose risk;
 - (e) assessing personnel knowledge and training needs and arranging necessary training; and
 - (f) providing medication and supply cost and trend analyses, and proposing fiscal efficiencies to the Branch.

Mental Health and Addictions Lead

- 33.01 The Contractor will provide a Mental Health and Addictions Lead to be responsible for all mental health and addiction patient assessment and care issues, and communication. Other key responsibilities of the Mental Health and Addictions Lead will include, but are not limited to, the following:
- (a) providing leadership and coordination/clinical supervision of all of the Contractor's mental health and addictions personnel;
 - (b) ensuring adherence to standards of care regarding mental health screening, suicide prevention, and referral for mental health and addiction services;
 - (c) assessing personnel training needs related to mental health and addictions, and arranging training as necessary;
 - (d) developing and updating withdrawal management protocols;
 - (e) conducting trend analyses in mental health and addictions care, and making service and resource recommendations; and
 - (f) monitoring and ensuring Addiction Counsellors adhere to a professional code of ethics.

Discharge Planning Lead

- 34.01 The Contractor will provide a Discharge Planning Lead to be responsible for all health care related discharge and transfer planning, including community follow-up and referrals, continuity of care and medications, and related communication. Other key responsibilities of the Discharge Planning Lead are:
- (a) providing leadership, oversight, and coordination of all Health Care Personnel with regard to discharge planning;
 - (b) assessing Health Care Personnel training needs related to discharge planning, and arranging training as necessary;
 - (c) communicating with Centre management and staff responsible for discharge planning;
 - (d) communicating and developing discharge/transfer protocols with external services, such as hospitals, health authorities, community mental health, forensic psychiatric services, other ministries, other correctional jurisdictions, and non-governmental organizations; and
 - (e) Supporting patient compliance with follow-up plans.

Health Care Manager/Assistant Health Care Manager

- 35.01 The Contractor will provide Health Care Managers who will provide overall management and coordination of each Health Care Facility, and who will communicate with the Warden (or designate), Director, Medical Services, and Director, Mental Health Services.
- 35.02 The Contractor will provide a Health Care Manager for each Centre, and will provide an Assistant Health Care Manager at NFPC, SPSC, and KRCC.
- 35.03 The Contractor will ensure that the Assistant Health Care Manager will report to the Health Care Manager and assume the duties of the Health Care Manager in his/her absence.
- 35.04 The Contractor will provide Health Care Managers and Assistant Health Care Managers on a full time basis (i.e. no less than 35 hours per week) and will ensure that, with the exceptions of meetings and of Ministry-requested travel and Ministry-approved training, Health Care Managers and Assistant Health Care Managers provide Services at their Centres.
- 35.05 The Contractor will provide on-site Health Care Managers and Assistant Health Care Managers in accordance with the hours of Services defined in Appendix C.
- 35.06 The Contractor will ensure that the on-site Health Care Manager's and Assistant Health Care Manager's roles and responsibilities include, but are not limited to the following, as they relate to the specific Centre for which the Health Care Manager or Assistant Health Care Manager has been assigned:
- (a) the coordination of Health Care Personnel and the Contractor's administrative personnel;
 - (b) assisting in the recruitment and selection of Health Care Personnel;
 - (c) the overall daily scheduling of Services in consultation with the Centre Warden or designate;
 - (d) retrieving, reviewing and updating information on CORNET and PAC;
 - (e) monitoring all Inmate health care plans;

- (f) maintaining relationships with other service providers;
 - (g) the participation in scheduled meetings with Centre management and other agencies for the purpose of case management;
 - (h) the assessment of skills, knowledge and performance of Health Care Personnel and ensuring these meet professional and program standards and requirements;
 - (i) the evaluation of Health Care Personnel needs for training, orientation, and ongoing education;
 - (j) the monitoring of Health Care Personnel, on-site and on an ongoing basis, to ensure comprehensive, safe and appropriate care is being delivered;
 - (k) ensuring that Inmate care is documented according to the Health Care Services Manual;
 - (l) the coordination of personal care duties;
 - (m) performing and/or being responsible for Health Care Personnel services and duties; and
 - (n) travel as requested by the Ministry (e.g. to attend the annual health care conference).
- 35.07 The Contractor will ensure that Health Care Managers manage the overall provision of Health Care Services at the Centre.
- 35.08 The Contractor will ensure that Assistant Health Care Managers are provided as the primary back-up for Health Care Managers.
- 35.09 In Centres where there is no Assistant health Care Manager, the Contractor will ensure the on-site Health Care Managers will, at minimum, be RNs or RPNs who have 3 or more years experience in the supervision and management of clinical services other than in psychiatric nursing.
- 35.10 The Contractor will ensure that Assistant Health Care Managers are, at minimum, RNs or RPNs with 3 or more years experience in the supervision and management of clinical services.
- 35.11 The Contractor will provide on-site Health Care Managers and Health Care Assistant Managers with experience working with persons who are addicted, marginalized, experiencing acute withdrawal symptoms, experiencing significant mental and/or physical disorders, including concurrent disorders, displaying non-compliant, aggressive, manipulative and drug-seeking behaviours, and/or experiencing serious and potentially life-threatening communicable diseases, including the risk to public health.
- 35.12 At FMCC the Centre's Health Care Manager or nurse will perform the duties of the Mental Health Program Coordinator.

Nurses

- 36.01 The Contractor will provide nursing services to the Centre's Inmates, as required, by duly licensed and qualified nurses.
- 36.02 Provision of nursing care will be in accordance with the hours of Services defined in Appendix C to this Schedule. RNs may be replaced by LPNs provided an RN or RPN is on duty to supervise the LPN.
- 36.03 Each nurse will perform and be responsible for general nursing services and duties including without limitation, the following:
- (a) intake screening, which consists of a preliminary basic health assessment;
 - (b) ambulatory care, which consists of providing and/or coordinating the provision of outpatient services in the Centre (under the General Practitioner's direction) and includes:
 - (i) screening Inmate requests for health care;
 - (ii) assessing and treating Inmates where appropriate;
 - (iii) scheduling the Inmates' visits to the health care clinic and carrying out the Clinician's instructions after the Inmate's visit (prescriptions, test, referrals); and
 - (iv) providing emergency first aid when on duty.
 - (c) collecting or arranging for the collections of specimens (blood, sputum, urine) and sending them to the appropriate laboratory for analysis;
 - (d) ongoing care, which consists of the usual nursing duties (treatment, dressing changes, medication administration, and the taking of vital signs) and taking appropriate action to ensure that Inmates receive special diets as prescribed;

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(e) medication services, which consists of:

- (i) acting as the local liaison with the pharmacy;
- (ii) administering medications and vaccinations to Inmates;
- (iii) monitoring the administration and/or distribution of medications by Health Care Personnel and Correctional Centre staff;
- (iv) filling requisitions for non-prescription items;
- (v) administering routine vaccinations to the Centre's staff;
- (vi) ensuring that medication is kept in a secure area of the Centre according to the requirements of the College of Pharmacists of British Columbia and the Office of Controlled Substances;
- (vii) maintaining adequate contingency medication supplies; and
- (viii) maintaining a medication record in PAC and a narcotic log;

(f) administration functions including:

- (i) completing the Initial Health Assessment in PAC and referring patients for follow-up;
- (ii) participating as appropriate in special programs (i.e. education on birth control, sexually transmitted diseases, nutrition, personal hygiene, HIV pre- and post-test counselling etc.);
- (iii) liaising with community health agencies and outreach programs for release planning and Inmate education purposes; and
- (iv) retrieving, reviewing and updating information on CORNET and PAC; and
- (v) ordering and maintaining adequate medical supplies (including emergency supplies and non-prescription drugs) at all times.

36.04 The Contractor will provide nursing services by employing nurses who:

- (a) are members, in good standing of the College of Registered Nurses of British Columbia (CRNBC), the College of Registered Psychiatric Nurses of British Columbia (CRPNBC), or the College of Licensed Practical Nurses of British Columbia (CLPNBC); and
- (b) have experience working with persons who are addicted, marginalized, experiencing acute withdrawal symptoms, experiencing significant mental and/or physical disorders, including concurrent disorders, displaying non-compliant, aggressive, manipulative and drug seeking behaviours, and/or experiencing serious and potentially life-threatening communicable diseases, including the risk to public health.

Additional Nursing / Personal Care Services

37.01 When approved by the Province, the Contractor may engage additional nursing/personal care service providers to assist in managing Inmates who are unable to care for their personal hygiene needs. In these cases the Health Care Manager will be required to oversee the services of the personal care service provider in regards to the Inmate's health care needs.

37.02 Scope of personal care services required will be determined on a case by case basis by the Province in consultation with the Health Care Manager and the independent personal care service provider.

37.03 The Contractor will continue to provide health Care Services to Inmates who receive additional services pursuant to sections 37.01 and 37.02 to this Schedule.

General Practitioners

38.01 The Contractor will provide General Practitioner services, as required, in accordance with the Health Care Services Manual, by physicians duly registered and entitled to practice medicine in the Province of British Columbia.

38.02 The Contractor will ensure General Practitioners perform and are responsible for the following services and duties:

- (a) conducting a health assessment of each Inmate referred by the Nurse(s);
- (b) examining, diagnosing and treating sick or injured Inmates who are presented for examination;
- (c) examine, diagnose and treat Inmates in the segregation unit of the Centre;
- (d) prescribing as needed, medications for medical conditions;
- (e) maintaining and reviewing individual Inmate health records and entering relevant information concerning examinations, diagnosis and treatment;
- (f) examining Inmates with dental complaints where dental services are not immediately available, administering medication or other relief, as may be necessary, and ensuring that arrangements are made, as may be necessary, for the proper dental care of those Inmates;
- (g) providing emergency examinations, diagnosis and treatment to the staff of the Centre who are injured in the performance of their duties;
- (h) making such arrangements, requests or referrals as may be required regarding the examination, diagnosis, or treatment of Inmates by specialists, consulting physicians and surgeons;
- (i) assisting specialists and consulting physicians and surgeons attending to Inmates in hospitals outside the Centre;
- (j) making arrangements for the services of hospitals or other medical facilities when the facilities of the Centre are inadequate for necessary examination, diagnosis or treatment of an Inmate;
- (k) consulting with the Medical Director and the Centre's Warden regarding the provision of health services to the Inmates;
- (l) when requested, providing advice and assistance to the Medical Director and the Centre's Warden regarding the establishment and maintenance of preventative medicine programs to curtail the spread of communicable diseases, and the elimination of hazardous working conditions in the Centre's health care clinic;
- (m) providing such telephone consultation as may be required by the Centre;
- (n) providing emergency care, on a call-back basis, to Inmates when requested by Health Care Personnel or Centre staff when Health Care Personnel are not on duty; and
- (o) ensuring that hepatitis A, B and influenza immunizations are provided to staff and Inmates as outlined in the Health Care Services Manual.

38.03 The Contractor will ensure that General Practitioner services are provided by physicians who:

- (a) are members in good standing, of the College of Physicians and Surgeons of British Columbia;
- (b) are members in good standing of the Canada Medical Protective Association and registered in a classification appropriate to the nature of the physician's practice;
- (c) are authorized by Health Canada and the College of Physicians and Surgeons of British Columbia to prescribe methadone;
- (d) have completed the on-line Suboxone certification course for physicians at www.suboxonecme.ca; and
- (e) are experienced working with persons who are addicted, marginalized, experiencing acute withdrawal symptoms, experiencing significant mental and/or physical disorders, including concurrent disorders, displaying non-compliant, aggressive, manipulative and drug-seeking behaviours, and/or experiencing serious and potentially life-threatening communicable diseases, including the risk to public health.

38.04 BC Corrections is committed to a model of care involving the Most Responsible Physician (MRP). Psychiatrists assess Inmates upon referral from the General Practitioners at the Centre and provide a written consultation report, including mental health and functional assessments, diagnosis and recommendations, to the referring General Practitioners. Follow-up and ongoing care, including medication prescriptions are the responsibility of the MRP.

Psychologists

39.01 The Contractor will provide psychological services to all Inmates, as required, in accordance with the Health Care Services Manual by Psychologists, duly registered and entitled to practice Psychology in the Province of British Columbia.

- 39.02 The Contractor will provide Psychologists in accordance with the Hours of Services defined in Appendix C to this Schedule.
- 39.03 The Contractor will ensure that Psychologists perform and are responsible for the following:
- (a) providing Inmate psychological assessments as necessary;
 - (b) assessing, diagnosing and treating Inmates who demonstrate or are thought to demonstrate mental disorders(s);
 - (c) maintaining and reviewing individual Inmate records, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
 - (d) providing clinical supervision of the unit designated for Inmates with mental health disorders;
 - (e) providing clinical supervision of the services provided by the Mental Health Program Coordinator;
 - (f) participating in the case management planning of Inmates as required by the Warden;
 - (g) providing emergency mental health services to the staff of the Centre, as requested by the Warden or the General Practitioner;
 - (h) making arrangements for the services of other mental health facilities when the facilities of the Centre are inadequate for necessary assessment, diagnosis or treatment of an Inmate;
 - (i) making such arrangements, requests or referrals as may be required regarding the examination, diagnosis or treatment of Inmates by specialists; and
 - (j) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Assistant Deputy Minister.
- 39.04 The Contractor will ensure Psychological services are provided by Psychologists who:
- (a) are members in good standing of the College of Psychologists of British Columbia; and
 - (b) are experienced working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.

Psychiatrists

- 40.01 The Contractor will provide psychiatric services to all Inmates, as required, in accordance with the Health Care Services Manual by Psychiatrists, duly registered and entitled to practice Psychiatry in the Province of British Columbia.
- 40.02 The Contractor will provide Provision of Psychiatrists in accordance with the Hours of Services defined in Appendix C to this Schedule.
- 40.03 The Contractor will ensure Psychiatrists perform and are responsible for the following:
- (a) providing Inmate psychiatric assessments on referral from the General Practitioner;
 - (b) assessing, diagnosing and making recommendations for treatment of Inmates who demonstrate or are thought to demonstrate mental disorders(s);
 - (c) maintaining and reviewing individual Inmate records, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
 - (d) participating in the case management planning of Inmates as required by the Warden;
 - (e) assisting with arrangements for the services of hospitals or other medical facilities when the facilities of the Centre are inadequate for necessary assessment, diagnosis or treatment of an Inmate;
 - (f) assisting with arrangements, requests or referrals as may be required regarding the examination, diagnosis or treatment of Inmates by specialists; and
 - (g) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Ministry.
- 40.04 The Contractor will ensure Psychiatric services are provided by Psychiatrists who:
- (a) are members in good standing of the British Columbia College of Physicians and Surgeons;
 - (b) are members in good standing of the Canada Medical Protective Association and registered in a classification appropriate to the nature of the psychiatrist's practice; and

- (c) are experienced working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.

Dentists

- 41.01 Where dental care is deemed to be essential according to the policies outlined in the Health Care Services Manual, dental services will be provided to Inmates by the Contractor, by using a Dentist who is duly registered and entitled to practice Dentistry in the Province of British Columbia.
- 41.02 The Contractor will provide Dentists in accordance with the Hours of Services defined in Appendix C to this Schedule.
- 41.03 Each Dentist will perform and be responsible for the following services and duties:
 - (a) examining, diagnosing and treating Inmates who present with symptoms requiring intervention and are referred by the nurse or General Practitioner;
 - (b) maintaining and reviewing individual Inmate dental records and dental x-rays, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
 - (c) making such arrangements, requests or referrals, as approved by the Ministry, as may be required regarding the examination, diagnosis, or treatment of Inmates by dental specialists;
 - (d) if approved by the Ministry, making arrangements for the services of hospitals or other health facilities, as approved by the Ministry, when the facilities of the Correctional Centre are inadequate for necessary examination, diagnosis or treatment of an Inmate with dental disease;
 - (e) consulting with and providing advice to the Medical Director from time to time regarding the provision of dental services to Inmates;
 - (f) providing advice and assistance to the Medical Director regarding the drafting and/or amendment of procedures and standards of dental services;
 - (g) prescribing as needed, medications for dental conditions;
 - (h) ensuring that the Centre's Health Care Personnel obtains and maintains adequate medical and dental supplies for the operation of the clinics, and ensure adequate, regular maintenance of dental equipment;
 - (i) provide an opinion and cost estimate regarding the necessity of dental prosthetics, repairs, dental surgery and other emergency or elective dental procedures in consultation with the Warden and/or Medical Director; and
 - (j) obtain approval from the Warden prior to undertaking any dental care not deemed to be essential under the Health Care Services Manual, such as, but not limited to the following: bridges, gold fillings, extensive or elective oral surgery, braces, caps, orthodontic, prosthetics, repairs, dental lab fees and outside services.
- 41.04 The Contractor will ensure Dental services are provided by Dentists who are members, in good standing, of the College of Dental Surgeons.
- 41.05 The Contractor may utilize dental assistants to perform duties under the direct supervision of the Dentist.
- 41.06 The Contractor will ensure all dental services are provided by Dentists and dental assistants who are experienced working with persons with communicable diseases.

Pharmacy Technicians

- 42.01 The Contractor will provide qualified Pharmacy Technician services for the distribution of medications to Inmates where required in compliance with 42.02 of this Schedule.
- 42.02 The Contractor will ensure the distribution of medications by Pharmacy Technicians is supervised by an RN in accordance with the Health Care Services Manual.
- 42.03 The Contractor will provide Pharmacy Technicians in accordance with the Hours of Services defined in Appendix C to this Schedule.

Note: an LPN may substitute for a Pharmacy Technician provided an RN is on duty to supervise the LPN.

42.04 The Contractor will ensure each Pharmacy Technician performs and is responsible for the following duties:

- (a) preparing daily Inmate medications under the general supervision of an RN or a pharmacist;
- (b) ensuring correct medication labelling;
- (c) identifying Inmates authorized to receive medications;
- (d) distributing medications according to timetables established in each Centre;
- (e) recording the distribution of medications; and
- (f) storing, controlling and distributing contingency medication.

42.05 The Contractor will ensure Pharmacy Technician services are provided by graduates of a recognized pharmacy technician program.

42.06 The Contractor may utilize an LPN to carry out the duties of a Pharmacy Technician, provided the LPN is directly supervised by an RN.

X-Ray Technicians

43.01 The Contractor will provide X-ray Technicians to perform medical imaging procedures in accordance with the hours of Services defined in Appendix C to this Schedule.

43.02 The Contractor will ensure each X-ray Technician performs and is responsible for the following:

- (a) receiving requisitions from Physicians, Nurses and/or clerical staff for medical imaging procedures;
- (b) verifying that requisitions are complete with regard to information provided, and follows up on missing and/or incomplete information by returning requisitions to appropriate personnel for completion;
- (c) entering Inmate information into the diagnostic imaging record and image processing systems, as required and performing other associated clerical duties in order to complete patient examinations, as required;
- (d) arranging for attendance of Inmates as necessary, according to Corrections procedures;
- (e) preparing Inmates for examination, explaining procedures and ensuring Inmate's comfort during medical imaging procedures;
- (f) observing Inmate's condition during examination and calling for Nursing or other medical staff assistance, as required;
- (g) observing radiation protection practices during all procedures and ensuring that safety and radiation protection regulations are adhered to by non-radiological staff in the assigned area; ensuring that personnel wear safety badges and aprons, as necessary;
- (h) processing radiographs using appropriate equipment, labelling permanent records and checking resultant images for technical quality;
- (i) referring problems in image quality to the or Health Care Manager and/or the Technology Lead for possible referral to the Corrections Branch;
- (j) storing digital images using appropriate procedures and equipment;
- (k) disposing of any used items and cleaning all equipment surfaces after each procedure, according to Branch policy;
- (l) monitoring equipment performance and applying quality control procedures in accordance with recommended manufacturers' guidelines, including recording quality control outcomes and identifying malfunctioning equipment for repair; reporting equipment malfunctions to the Health Care Manager and/or the Technology Lead for possible referral to the Corrections Branch;
- (m) maintaining a clean and safe work environment by performing duties such as wiping down equipment, examination tables and counter tops with disinfectant solution, organizing examinations rooms and storing items in appropriate areas;
- (n) participating in orientation of new Health Care Personnel and ensure policies and procedures are respected;

- (o) training and monitoring progress of any new x-ray technicians and providing input to the Contractor or designated personnel on individual's progress in achieving established standards of practice;
 - (p) participating in maintaining patient records by entering data into the diagnostic imaging and Primary Assessment and Care information systems, as required;
 - (q) participating in team activities as required to enhance and optimize the delivery of care and to facilitate evidence-based practice, including assisting in identifying processes or procedures that require improvement;
 - (r) participating in meetings as directed to promote optimal support for patients, to facilitate the resolution of issues, and to advocate for the goals and objectives of the team;
 - (s) maintaining and updating own clinical knowledge within area of practice, and developing a plan in collaboration with designated personnel for professional development;
 - (t) reviewing progress to ensure that goals are achieved within established time frames; and
 - (u) performing other related duties as required.
- 43.03 The Contractor will ensure Medical imaging services are provided by X-ray Technicians who:
- (a) have completed their certification from the Canadian Association of Medical Radiation Technologists; and
 - (b) are experienced in operating radiographic and related equipment and performing radiographic examinations in compliance with established standards.
- 43.04 The Contractor will provide a doctor of radiology in order to satisfy accreditation requirements for the FRCC imaging clinic, to interpret images and to maintain the radiology equipment, including 4 on-site visits per year.
- 43.05 The Contractor will pay for the accreditation requirement services described in 43.04 out of the Contractor's administration fees.
- 43.06 The Contractor will submit radiographic interpretation fees to MSP.

Mental Health Program Coordinator

- 44.01 Through the Mental Health Program Coordinator, the Contractor will provide coordination of services and special programs under the clinical supervision of the Mental Health and Addictions Lead to all Inmates with significant mental disorders, as required.
- 44.02 The Contractor will provide Mental Health Program Coordinators in accordance with the Hours of Services defined in Appendix C to this Schedule.
- 44.03 The Contractor will ensure each Mental Health Program Coordinator performs and is responsible for the following:
- (a) delivering mental health services in accordance with the Health Care Services Manual;
 - (b) coordinating the activities of the mental health personnel and participating in the assessment, treatment and institutional and community case management planning for mentally disordered Inmates;
 - (c) coordinating the assessment, treatment, and case management activities of the mental health program with Centre staff;
 - (d) coordinating the referrals and communications between the Centre's staff and the program;
 - (e) assisting in the transfer of mentally disordered Inmates to the Forensic Psychiatric Hospital, and to other hospitals or designated mental health facilities, when required;
 - (f) coordinating the information gathering efforts of the program, consistent with the information needs of all groups involved in the care of mentally disordered Inmates;
 - (g) liaising with Centre staff regarding health care needs of mentally disordered Inmates;
 - (h) liaising with personnel from mental health community agencies and hospitals;
 - (i) coordinating release plans for Inmates with mental disorders;
 - (j) providing special programming for Inmates with serious mental disorders that are housed in the Centre's mental health unit;

- (k) monitoring the progress of all Inmates identified as at risk for suicidal ideation or self harm, depression and serious mental disorders;
 - (l) maintaining and reviewing individual Inmate records, both electronic and paper files, and entering in PAC relevant information concerning assessments, diagnosis and treatment;
 - (m) sharing all urgent information concerning the safety of Inmates and staff with Centre's supervisors as soon as possible; and
 - (n) making Inmate referrals for further assessment and/or treatment to the appropriate health care professionals.
- 44.04 The Contractor will ensure the Mental Health Program Coordinator is:
- (a) a Registered Social Worker;
 - (b) an individual with Master's level training in a related field (e.g., clinical psychology);
 - (c) a Registered Psychiatric Nurse; or
 - (d) a Registered Nurse with psychiatric experience.
- 44.05 Mental Health Program Coordinators must:
- a) be registered members in good standing with the appropriate British Columbia College;
 - b) have two or more years recent, related experience working with people with serious acute and chronic mental illness; and
 - c) have two or more year's recent, related experience working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.
- 44.06 At FMCC, the Centre's health Care Manager or nurse will perform the duties of the Mental Health Program Coordinator.

Mental Health Screeners

- 45.01 The Contractor will provide mental health screening services to all Inmates, as required, by qualified Mental Health Screeners acceptable to the Ministry.
- 45.02 The Contractor will provide Mental Health Screeners in accordance with the Hours of Services defined in Appendix C to this Schedule.
- 45.03 The Contractor will ensure Mental Health Screeners perform and are responsible for the following:
- (a) screening all new admissions to a Centre within 24 hours in accordance with the Health Care Services Manual;
 - (b) providing an initial screening assessment of Inmates for condition of mental health, and suicidal ideation;
 - (c) recording relevant information obtained from the mental health screening on PAC;
 - (d) sharing all urgent information concerning the safety of Inmates and staff with the Centre's supervisors as soon as possible; and
 - (e) referring Inmates for further assessment and/or treatment to the appropriate health care professionals.
- 45.04 The Contractor will ensure mental health screening is conducted by Mental Health Screeners who work directly under the clinical supervision of the Contractor's on-site Psychologist, and who:
- (a) possess a Master's level training in clinical psychology (preferred); or
 - (b) possess a Bachelor's degree in psychology or social work; or
 - (c) are licensed mental health professionals; and
 - (d) have two or more years experience working directly with individuals with acute mental illness; and
 - (e) have relevant education, training and experience with psychological assessment techniques.

Addiction Counsellors

- 46.01 The Contractor will provide addiction services to all Inmates, as required, in accordance with the Health Care Services Manual by duly qualified addiction professionals.
- 46.02 The Contractor will provide addiction counselling in accordance with the Hours of Service defined in Appendix C to this Schedule.
- 46.03 The Contractor will ensure each Addiction Counsellor carries out the following duties:
- (a) delivering addiction services as outlined in the draft section of the Health Care Services Manual attached as Appendix L to this Schedule;
 - (b) providing screening and assessments based on DSM-IV criteria;
 - (c) assessing Inmate motivation;
 - (d) developing outcome oriented individualized treatment plans outlining goals and treatment strategies;
 - (e) developing and providing training and education within an interdisciplinary team;
 - (f) providing individual and/or group counselling and/or treatment for Inmates with substance use disorders; with emphasis on group work;
 - (g) maintaining and reviewing PAC records and entering relevant information concerning assessments, diagnosis, treatment and referrals, and review and update CORNET, as necessary;
 - (h) participating in integrated case management planning for Inmates with addiction issues, including referrals to community addiction services;
 - (i) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Ministry;
 - (j) coordinating the activities of external or volunteer addiction resources;
 - (k) participating in the assessment, treatment and institutional and community case management planning for Inmates with substance use issues;
 - (l) coordinating the referrals and communications between the Centre's staff and the addiction services program;
 - (m) coordinating information gathering efforts, consistent with the information needs involved in the care of Inmates with substance abuse challenges;
 - (n) liaising with Health Care Personnel regarding the health care needs of Inmates with substance abuse disorders;
 - (o) liaising with personnel from community substance abuse programs and agencies;
 - (p) coordinating release plans for Inmates with substance abuse disorders;
 - (q) sharing all urgent information concerning the safety of Inmates and staff with Centre's Warden or designate, as soon as possible;
 - (r) making Inmate referrals for further assessment and/or treatment to the appropriate health care professionals; and
 - (s) referring suitably screened Inmates to specialized Provincial programs, such as the NCC Therapeutic Community.
- 46.04 The Contractor will ensure addiction counselling services are provided by individuals who possess the following:
- (a) a minimum of a Bachelor Degree with additional counselling certification in addiction treatment (Masters degree in an allied health discipline, from a recognized program is preferred); and
 - (b) two years experience with a treatment resistant, addicted population; and/or
 - (c) a minimum of one year training and experience in providing group counselling; and/or
 - (d) addiction or concurrent disorders certification from a recognized body; and
 - (e) experience working with clients who are addicted to alcohol and/or drugs, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and display non-compliant, aggressive, manipulative and/or drug seeking behaviour.

- 46.05 The Contractor will ensure Addiction Counsellors adhere to a professional code of ethics such as the principles use by the Canadian Addiction Counsellors Certification Federation which can be found at <http://www.caccf.ca>.

Administrative Staff

- 47.01 The Contractor will provide administrative services to support the delivery of health services in accordance with Appendix C to this Schedule.
- 47.02 The Contractor will provide administrative staff to carry out the following administration and clerical functions including, but not limited to:
- (a) scheduling doctor's clinics and specialist appointments;
 - (b) scheduling the Inmates' visits to the health care clinic and carrying out the Clinician's instructions after the Inmate's visit (prescriptions, test, referrals);
 - (c) coordinating the visits of specialists;
 - (d) processing of doctors orders;
 - (e) coordination of services which include:
 - (i) collecting or arranging for the collections of specimens (blood, sputum, urine) and sending them to the appropriate laboratory for analysis;
 - (ii) arranging the appointments for radiology services at the appropriate facilities;
 - (iii) coordinating the requests for diagnostic procedure (make appointments, arrange for escorts by security personnel); and
 - (iv) coordinating the arrangements for testing and filing the results;
 - (f) obtaining the Inmate's previous health records from other Centres, other agencies, community physicians and electronic sources;
 - (g) with applicable consent, obtaining patients' previous physical health files from other correctional facilities, other agencies, community physicians and electronic sources;
 - (h) setting up and maintaining the PAC health record and filing test results and requisitions;
 - (i) completing Branch health care forms and coordinating the scheduling of visits and appointments;
 - (j) setting up the current health record, updating it as needed, and filing the test results and requisitions;
 - (k) filling requisitions for non-prescription items;
 - (l) maintaining adequate contingency medication supplies;
 - (m) distributing Branch forms and coordinating the scheduling of visits and appointments;
 - (n) doing document checks in the health record (i.e., Inmate's consent or parent's consent as required);
 - (o) entering notes on the health record;
 - (p) notifying security staff and arranging for the escort of Inmates to offsite appointments as required while maintaining strict confidentiality of these movements for security purposes;
 - (q) retrieving, reviewing and updating information on CORNET and PAC;
 - (r) ordering and maintaining adequate medical supplies (including emergency supplies and non-prescription drugs) at all times; and
 - (s) arranging for offsite appointments in consultation with security staff.

Responsibilities of the Province

- 48.01 The Director, Mental Health Services and/or the Medical Director, Corrections Branch, will establish and monitor clinical practice on behalf of the Province.
- 48.02 Specific Services and schedules for each Correctional Centre will be determined in consultation with the Warden, the Contractor and the Ministry.
- 48.03 For the duration of the Agreement, the Province will:
- (a) assist the Contractor by providing all relevant information the Ministry deems pertinent to the Services, including any amendments to the Regulations, Policy or Security Procedures, if any, that are applicable to the Services;

- (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term of the Agreement;
 - (c) assign a Branch Contract Manager for the purposes of Contract management and liaison between the Branch and the Contractor; and
 - (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Services.
- 48.04 The Province will provide round-the-clock emergency health care to all Inmates, outside the scope of this Contract, including, at a minimum, the following elements:
- (a) emergency on-call physician services;
 - (b) emergency evacuation of Inmate from the Centre;
 - (c) access to emergency vehicle(s); and
 - (d) use of designated hospital emergency departments or other health facilities, as needed.
- 48.05 The Province will provide the Contractor with access to use the Centre's facilities and Inventory; any such access will be subject to and upon the terms and conditions set out in the Schedule of Licenses attached to the Agreement.
- 48.06 The Province will, at its expense, with respect to each Health Care Facility:
- (a) provide heat, power, water, telephone and data services; and
 - (b) be responsible for structural maintenance and janitorial services;
 - (c) provide all information technology systems and related equipment required for the development and operation of the electronic Inmate health care files through PAC (equipment required for remote access to PAC will not be provided unless approved by the Ministry);
 - (d) provide all manual health record materials and supplies;
 - (e) provide all office furniture, equipment and consumable supplies required to provide the Services pursuant to this Agreement; and
 - (f) provide all prescription and non-prescription medications and supplies required for the treatment of Inmates.
- 48.07 The Province will:
- (a) assist the Contractor by providing all relevant information the Province deems pertinent to the Services, including any amendments to the Regulations, Policy or Security Procedures; and
 - (b) instruct the Contractor regarding all applicable security precautions and procedures pertinent to the Services, including any amendments, and assist in the implementation of the same within the Health Care Facility.

Responsibilities of the Contractor

- 49.01 The Contractor will provide Health Care Personnel and Services the following items, or cause the same to be provided to the reasonable satisfaction of the Ministry, and in accordance with the Health Care Services Manual, Adult Custody Policy, the clinical practice recommendations of the Medical Director and/or the Director, Mental Health Services, the general directions of the Deputy Provincial Director or delegate, any Security Procedures as defined by the Province with respect to telecommunication, and any precautions in effect at each Centre:
- (a) telecommunication support outside the Centres, such as computers, electronic mail, cell phones and facsimiles to ensure adequate communication; and
 - (b) a SharePoint site on the Province's network that will be accessible to Ministry staff and Health Care Personnel, that contains all the Contractor's standards, procedures, policies, protocols, job descriptions, staff schedules, etc. related to the delivery of Services.

Security Clearance

- 50.01 Only Health Care Personnel who have been granted security clearance from the Assistant Deputy Minister may provide Services within the Centre. The Ministry retains sole and absolute discretion to grant or refuse security clearance. Security clearances may be terminated for failure to maintain security requirements and practices.

Security Breaches

- 51.04 The Contractor and its employees and sub-contractors are required to immediately report to the Warden any information pertaining to breaches or potential breaches of security (including privacy breaches or violations of the Correction Act Regulation) by Inmates or others or any information regarding the same forthwith upon the Contractor or its personnel becoming aware of the breach. Security clearances for personnel may be terminated for failure to maintain proper Security Procedures and reporting requirements.

Records, Reports and Forms

- 52.01 The Contractor will keep complete and accurate Branch health records in the Ministry PAC, CORNET and other systems identified in Appendix H of this Schedule and in accordance with the relevant training manuals and *Freedom of Information and Protection of Privacy Act*.
- 52.02 The Contractor will maintain a unique electronic health care record for each Inmate. The Contractor will create and maintain a physical health record only for those records which cannot be stored electronically in PAC. For the purposes of the creation and maintenance of health care records, only approved British Columbia Corrections Branch health care electronic and physical forms may be used.
- 52.03 The Contractor will allow access to health care records only in accordance with the Health Care Services Manual.
- 52.04 The Contractor will maintain the following physical records on behalf of the Ministry and in accordance with Ministry policy:
- (a) lists of all Inmates who are scheduled to receive and/or who have received Services; and
 - (b) any other health records the Ministry or the Contractor deems important for the file.
- 52.05 The Contractor will also keep the following business records:
- (a) all dates and hours of service provided;
 - (b) books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;
 - (c) books of accounts/financial statements as requested by the Ministry for the purposes of audits, investigations, suits and/or other reviews;
 - (d) books of account and supporting documents relating to the employees, and the classification, wages and benefits;
 - (e) criminal record checks of their staff and sub-contractors as requested by the Ministry for the purposes of audits, investigations, suits and/or other reviews;
 - (f) all documents related to the training, credentials and licenses of the Contractor's Health Care Personnel and sub-contractors; and
 - (g) any other business records the Contractor or Ministry deems important for the record.
- 52.06 In consultation with the Province, the Contractor will provide reports and data records in a format acceptable to the Province, which address, but are not necessarily limited to the following:
- (a) Staffing reports;
 - (b) Service hours delivered by position;
 - (c) Payroll reports;
 - (d) Activity reports that include but are not limited to Health Care Services delivered, waitlists, training provided to Health Care Personnel, etc.;
 - (e) Incident reports; and
 - (f) Medical equipment inventory and status.

Committees

- 53.01 The Contractor will participate in the committees described or in committees similar to those outlined in Appendix G, as required by the Province.

Transition Planning

- 54.01 The Contractor will develop a transition-in plan that addresses the delivery of all Services. The transition-in plan will require prior approval by the Ministry before implementation.
- 54.02 Within six months of signing the Agreement, the Contractor will develop a framework for a transition-out plan for the Province's approval. The transition-out plan will include but not be limited to the following:
- (a) knowledge transfer that ensures a minimum disruption of service to the Province;
 - (b) services are subsequently moved to the Province or another contractor at or near the end of the Agreement;
 - (c) how benefits and time banks will be transferred; and
 - (d) how association fees and dues will be addressed.

Dispute Resolution Process

- 55.01 It is the Ministry's expectation that service delivery issues be addressed on a timely basis, and as much as possible, at the local level. Nevertheless, disagreements and/or disputes may result from the delivery of service under this agreement. If this occurs, the Contractor and Ministry will use the following protocols:

- 1) The Deputy Warden and Health Care Manager will resolve the issue at the local level;
- 2) If the issue cannot be resolved at level 1, the centre Warden and Contractor's functional lead responsible for the area in question will resolve the issue;
- 3) If the issue cannot be resolved at the local level (level 2), the Branch's Contract Manager and the Contractor's Manager will work with the Warden to resolve the issue;
- 4) If the issue cannot be resolved at level 3, the Deputy Provincial Director and the Contractor's final decision maker will resolve the issue.

Throughout resolution levels 1 – 4, any member(s) of the Health Care Committee may be consulted as an expert advisory resource or for clinical leadership in an effort to bring the issue to resolution.

Unless the parties otherwise agree the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure", and the place of arbitration will be Vancouver, British Columbia.



Schedule of Standards

56.01 Standards:

- (a) B.C. Corrections Health Care Services Manual (HCSM), which references the Lippincott Manual of Nursing Practice; Health Care Services Manual
- (b) B.C. Corrections Health Care Records User's Manual;
- (c) B.C. Corrections Drug Formulary (will be updated during the Term of the Agreement);
- (d) Contingency Medication List
- (e) List of Medications in Canteen
- (f) List of Medications for Self-Administration
- (g) Medication Guidelines for the Use of Narcan and Epipen
- (h) Methadone Treatment Procedures
- (i) Occupational Health and Safety Regulations.
- (j) Pharmacy & Therapeutics Committee Protocols
- (k) Withdrawal Protocols for Alcohol, Opiates, Benzodiazepines and Cocaine
- (l) Therapeutic Protocols in the report of the Pharmacy and Therapeutics Committee

56.02 Additional documents:

- (a) Adult Custody Policy Manual
- (b) Correction Act
- (c) Correction Act Regulation
- (d) Standards of Conduct for Corrections Branch Employees

Standards of Conduct

http://portal.ag.gov.bc.ca/portal/page/portal/COR_Home/Document_Repository/Tools/Policy/Branch/Standards_Conduct_0209_01.pdf



Schedule of Licenses

- 57.01 For so long as this Agreement remains in effect the Province grants to the Contractor a non-exclusive license to enter and use the Health Care Facility at each Correctional Centre and the use of the Inventory in connection with the provision of Services.
- 57.02 The Contractor will have the right to occupy and control the Health Care Facility at each Correctional Centre subject only to:
- (a) the overriding right of the Warden of each Correctional Centre, the security staff and emergency services to have access, at all time, to the Health Care Facility for security and emergency purposes and requirements;
 - (b) the Assistant Deputy Minister's rights of access for the purpose of inspections;
 - (c) such reasonable rights of use and access as may be granted by the Province to other persons for other health services not provided by the Contractor under this Agreement; and
 - (d) reasonable access by the Medical Services Consultant, and the Mental Health Services Consultant for the purpose of assessing, from time to time, the quality of the Services.
- 57.03 On an annual basis the Contractor will prepare an inventory of the health care equipment in the Health Centres and Admissions Examination Offices in all centres, and provide a written report to the Province on or before June 1st of each year.
- 57.04 The Contractor acknowledges that the said Inventory is in good condition and repair, unless otherwise noted, and that the Province gives no warranties and guarantees whatsoever as to fitness, condition, quality, capacity or otherwise of the Inventory.
- 57.05 The Contractor will be responsible to maintain the equipment described in the Inventory in reasonable condition and will deliver the same to the Province at the expiration or sooner termination of this Agreement in good working order and repair, reasonable wear and tear excluded. All costs for maintenance and repair of the equipment will be paid directly by the Province.
- 57.06 Should any equipment, furniture or materials be lost, destroyed or damaged due to negligence, carelessness or misuse by the Contractor, its employees or agents, the Province may replace or repair the same and the Contractor will forthwith pay the cost to the Ministry.
- 57.07 The Contractor will not be responsible for the loss, damage or replacement of any Inventory provided that it is beyond the reasonable control of the Contractor.
- 57.08 The Contractor will report forthwith to the Warden any loss of or damage to any Inventory or any damage in or to the Health Care Facility.
- 57.09 None of the equipment, furniture and materials which are the property of the Province will be taken or removed from the premises without the consent of the Warden or his designate.



Schedule of Training

Services-Related Training

58.01 The Contractor is responsible for the cost of:

- a) wages and benefits for training;
- b) course materials; and
- c) registration for Health Care Personnel to attend any required training.

Occupational First Aid Training

- 59.01 The Contractor will provide Occupational First Aid (OFA) trained personnel for staff at the Correctional Centres, other than Ford Mountain Correctional Centre (FMCC), in accordance with all WorkSafe BC regulations. OFA services at FMCC will be provided whenever possible in consultation with the Warden.
- 59.02 The cost of wages and training for Health Care Personnel to certify or re-certify for Occupational First Aid training is billable to the Ministry. Prior to registration of Health Care Personnel in first aid courses, the Contractor will obtain approval from the Ministry. The Ministry expects the Contractor to train only the minimum number of Health Care Personnel required by WorkSafe BC to provide adequate coverage.
- 59.03 The Contractor is responsible to ensure appropriate coverage for the delivery of Services while Health Care Personnel are on first aid courses.

Security Orientation Training

- 60.01 The Province will instruct the Health Care Personnel in all relevant Security Procedures and precautions and the Contractor will ensure that all Health Care Personnel adhere to and comply with all these procedures and precautions.
- 60.02 All new Health Care Personnel involved in the delivery of Services will be required to attend a half-day training and orientation session delivered by the Centre.
- 60.03 The Contractor will bill the Ministry for hours spent by the Contractor's employees in the orientation training.

PAC and CORNET Training

- 61.01 The Province will provide training to the Contractor's personnel on these systems as required.

Payment

- 62.01 The Province will pay the Contractor the costs in relation to the training identified in this Schedule in accordance with paragraph 76.01 to the Schedule of Payments.



Schedule of Payments

FEES

For the period of April 1, 2011 to March 31, 2016 the Province will pay the Contractor actual cost for wages and benefits (with the exception of sick time) for providing the Services.

Direct Service Delivery – Actual Costs

Health Care Unit Staff

- 64.01 The Province will pay for actual costs of wages and benefits (with the exception of sick time) incurred by the Contractor for front-line delivery of Services, to the maximum stated in the British Columbia Nurses Union (BCNU) agreement.
- 64.02 Specifically, actual wages and benefits costs will be paid for the positions identified in paragraph 64.03 to this Schedule, to the maximum of the BCNU agreement for the following:
- (a) Wages and benefits for all front-line positions identified ;
 - (b) Additional hourly costs for these staff to provide occupational first aid coverage (OFA) as described in paragraph 59.01 of this agreement, and in compliance with the Work Safe BC First Aid Regulation;
 - (c) Additional hourly costs for shift premiums, responsibility pay, meal pay, and on-call premiums. Start times for shift premiums are described in Appendix D to this(Schedule);
 - (d) Wages and benefits for time spent in security orientation training;
 - (e) Wages and benefits for time spent in health services orientation (training related to the required standards, and health care facilities);
 - (f) Wages and benefits for time spent in PAC and CORNET training;
 - (g) Overtime wages and benefits for extra staff needed for unforeseen or emergent issues at the Ministry's request. Examples of such unforeseen or emergent issues include, but are not limited to, pandemic, a sudden increase in Inmate counts due to mass arrests, natural disaster, Inmate disturbance, or other factors that the Ministry determines requires additional front-line health care staff;
 - (h) Staff bonuses for educational credentials (Bachelors, Masters etc); and
 - (i) Additional hourly costs for nursing recruitment bonuses, and Correctional Facility bonuses.
- 64.03 Specifically, the positions referenced in 64.01 and 64.02 to this Schedule are as follows:
- (a) RN/RPN;
 - (b) LPN;
 - (c) Mental Health Program Coordinator;
 - (d) Mental Health Screeners;
 - (e) Pharmacy Technician;

- (f) X-ray Technician; and
- (g) On-site administrative staff (MOA/clerk).

- 64.04 In no event will the fees paid for the services described in paragraphs 64.01 and 64.02 to this Schedule exceed, in the aggregate
- Year 1 \$10,149,728.
 - Year 2 \$10,101,673.
 - Year 3 \$10,101,673.
 - Year 4 \$10,101,673.
 - Year 5 \$10,101,673.

In addition, the Ministry will pay actual costs to the maximum hours identified in Appendix C for the following:

Dental Services

- 65.01 Fee for service rate for Dental Services means the rate of payable to the Contractor that will include the provision of a qualified Dentist, set-up, record keeping, patient care and clean up time. Dentist may be assisted by dental assistants who perform their duties under the direct supervision of the Dentist. All dental services should be provided by Dentists and dental assistants who are experienced working with persons with communicable diseases.
- 65.02 In no event will the fees paid in paragraphs 65.01 to this Schedule, in the aggregate:
- Year 1 \$663,990
 - Year 2 \$683,910
 - Year 3 \$704,427
 - Year 4 \$725,560
 - Year 5 \$747,327

Psychological Services

- 66.01 Sessional rate for Psychological Services means the rate of \$ 349.34 payable to the Contractor for each completed session, where a "Session" means a period of 3.5 hours during which psychological services are provided by the Contractor and will include set-up, record keeping, patient care and clean up time. Sessional rates and fees will be pro-rated for partial sessions.
- 66.02 The sessional rates for Psychologists in paragraph 66.01 of this Schedule will be adjusted in accordance with the rate agreed to between the Province and the British Columbia Psychological Association for the provincial government sessional rate during the Term and will be effective on the date agreed upon between the Province, and the British Columbia Psychological Association.
- 66.03 In no event will the fees paid in paragraph 66.01 and 66.02 of this Schedule exceed, in the aggregate:
- Year 1 \$866,920
 - Year 2 \$864,551
 - Year 3 \$864,551
 - Year 4 \$864,551
 - Year 5 \$864,551

Psychiatrists

- 67.01 Fees for Psychiatrists are billed directly to the BC Medical Services Plan of British Columbia. The Contractor is responsible to ensure that the cost of Psychiatric Services will be billed directly to the Plan on a fee for service basis.

General Practitioners

- 68.01 Fees for General Practitioners are billed directly to the BC Medical Services Plan of British Columbia. The Contractor is responsible to ensure that the cost of General Practitioner will be billed directly to the Plan on a fee for service basis.
- 68.02 General Practitioners telephone consultations for patient care services that cannot be billed to the BC Medical Services Plan at a rate of \$13.95 per call and in an amount not to exceed \$20,000 per year.
- 68.03 Sessional rates for non-direct patient care (i.e. approved services not billable under the Medical Services Plan) means the rate of \$407.81. Sessional rates and fees will be pro-rated for partial session. Fees for non-direct patient care are not to exceed \$132,130 per year.
- 68.04 The sessional rate for General Practitioners in paragraph 68.03 of this Schedule reflects the rate adjustments agreed to between the Alternatives Payments Branch, Ministry of Health Services and the British Columbia Medical Association and will be the rates in effect during the Term of this Agreement.
- 68.05 Should a General Practitioner be required to attend a centre to attend to a patient previously assessed or treated, the General Practitioner will be paid a call back fee of \$115.00 per occurrence. In no event will the amount paid for call backs exceed \$66,446 per year.
- 68.06 Travel, if required, will be at the approval of the Assistant Deputy Minister. In no event will the amount paid for call backs exceed \$63,968 per year.
- 68.07 If the Contractor's actual costs for this section are less than the maximum amounts indicated, the Province will pay only those actual costs on a one-for-one basis.
- 68.08 In no event will the fees paid in paragraphs 68.02 to 68.07 to this Schedule exceed, in the aggregate
- Year 1 \$282,544.
 - Year 2 \$282,687.
 - Year 3 \$282,687.
 - Year 4 \$282,687.
 - Year 5 \$282,687.

Addiction Counsellors

- 69.01 The Ministry will pay actual costs for wages and benefits of the Addiction Counsellors for the provision of these services.
- 69.02 The Addiction Counsellors will provide no less than 35 hours/week in each Centre.
- 69.03 In no event will the fees paid for the services described in 69.01 and 69.02 to this Schedule exceed, in the aggregate;
- Year 1 \$875,000.
 - Year 2 \$875,000.
 - Year 3 \$875,000.
 - Year 4 \$875,000.
 - Year 5 \$875,000.

Health Care Managers' and Assistant Health Care Managers' Wages and Benefits

- 70.01 The Province will pay for actual costs of wages for the Health Care Managers and Assistant Health Care Managers, to the maximum of \$48.06 per hour for the Health Care Managers, and \$46.40 per hour for the Assistant Health Care Managers for hours approved by the Ministry.
- 70.02 Benefits will be calculated as a percentage of the hourly wage for Health Care Managers and Assistant Health Care Managers. Benefits are defined all paid leaves (i.e., only hours worked

can be billed to the Province directly) (e.g., vacation, illness and any others), as well as the actual costs for other benefits such as medical insurance, life insurance, pension fund, etc.

- 70.03 Benefits, as a percentage of wages, applies to the Health Care Managers and Assistant Health Care Managers only; benefits for direct service delivery staff will be paid as per section 70.02. of this Schedule.
- 70.04 In no event will the wages and benefits for the services described in 70.01, 70.02 and 70.03 to this Schedule exceed, in the aggregate;
- Year 1 \$1,541,266.
- Year 2 \$1,522,990.
- Year 3 \$1,522,990.
- Year 4 \$1,522,990.
- Year 5 \$1,522,990.

Administrative Fee

- 71.01 For the period of April 1, 2011 to March 31, 2013 the Province will pay the Contractor an Administrative Fee as described in sections 57.01 through 74.05 of this Schedule.
- 71.02 For the period of April 1, 2013 to March 31, 2016 the fee will be negotiated by the parties prior to April 1, 2013. Any change in price will be based on actual changes in the cost of service delivery.
- 71.03 The Administrative Fee will be billed in accordance to paragraph 74.01 of this Schedule.
- 71.04 The Administrative Fee is comprised of the items identified in Appendix A attached and which will include, but is not limited to, the following:
- (a) Annual costs of administering seasonal influenza vaccine to Correctional staff in all Correctional Centres. Annual uptake is approximately 50% of 1,700 staff, although actual numbers fluctuate from year to year.
 - (b) Annual costs for recruitment & retention incentives, (excluding the hourly bonuses identified in 74.02 (h) and 44.02 (i) to this Schedule;
 - (c) Contractor staff meetings;
 - (d) Overtime rates incurred by the Contractor that have not been approved by the Ministry as per section 74.02 (g) to this Schedule. (Note: the Ministry will pay the base rate for actual hours worked, exclusive of any premium applicable to this rate);
 - (e) Overtime rates incurred by the Contractor for stat holidays worked. (Note: the Ministry will not approve stat holiday overtime other than for emergent issues defined in section 74.02 (g) to this Schedule);
 - (f) 25% of sick-leave wages and benefits incurred, and 25% of sick banks paid out at retirement, if applicable. (Note: the Province will pay for 75% of sick time utilized and sick bank payouts earned during the Term of the Agreement at retirement);
 - (g) Wages, benefits & expenses for staff training that are not included in section 72.02 of this Schedule;
 - (h) All costs associated with the Contractor's Manager and Functional Leads described in the Schedule of Services.
 - (i) The Contractors licensing fees;
 - (j) Travel and any related accommodations, other than travel requested in writing by the Ministry;
 - (k) All costs associated with administrative staff not addressed in this Agreement;
 - (l) Costs associated with any facility that is not a Correctional Centre; and
 - (m) Any other costs not otherwise specified.

Service Delivery Fill Rate Reporting

- 72.01 The Contractor will provide a monthly fill-rate report that compares the required hours of service delivery identified in Appendix C with actual hours of Service delivered. This report will be based on the schedule of Services. At the Centre level, the Deputy Warden and the Health Care Manager will review and sign the fill-rate report. The Centre's fill-rate reports will include exception notes regarding anomalies such as substitution, vacancy, recruitment lag, vacation or other leaves, or other relevant information.
- 72.02 The Contractor will be notified of cases where the monthly fill rate targets have not been achieved within 30 days of submitting the monthly fill rate reports. Adjustments will take place the month following.
- 72.03 The fill-rate report will be the primary tool to measure Service Delivery Expectations.
- 72.04 The Contractor will roll-up the Centre fill-rate reports into a provincial, overall, fill-rate report each month.
- 72.05 The Centre and provincial fill-rate reports will include column headers such as the sample below. The actual report format will be negotiated with the Contractor.
- 72.06 The fill rate report will include, but not be limited to, headings for date, centre name, position, budgeted hours/occurrences, Actual Hours/Occurrences, variance, and comment/exception/leave benefits.

Targets

- 73.01 In order to receive the full monthly Administrative Fee, the Contractor will be required to meet 100% of the required hours of Service delivery each calendar month, as noted in Appendix C. If this target is not met, the monthly Administrative Fee will be reduced to correspond with the actual fill rate.
- 73.02 The formula for calculating the Administrative Fee Adjustment required by paragraph 73.01 is provided in Appendix B to this Schedule
- NOTE: The Ministry reserves the sole right to adjust the required hours of Service delivery expected during the term of the Agreement, as negotiated with the Contractor.

Administrative Fee Payment

- 74.01 Payment of the Administrative Fee will be made in monthly increments of 1/12 of the annual fee, charged equally across all nine Correctional Centres, less any adjustments for failure to achieve fill rate targets as identified in paragraph 72.01 to this Schedule.
- 74.02 The Contractor's ability to fulfil the required staffing levels in each Centre will be monitored on a regular basis. The amount paid to the Contractor for the Administrative Fee will be adjusted according to the actual level of service delivery at each Centre.
- 74.03 The benefit percentage and overtime costs cannot be billed separately for any of the wages, benefits or fees paid as part of the administrative fee. Any such costs are to be included in the annual fixed price proposed.
- 74.04 The Administrative Fee will remain firm for the first two years of the Agreement, and cannot be renegotiated within these two years unless the Ministry approves change(s). The Contractor is advised that the Ministry may increase or decrease the number of Correctional Centres where Services are required during the term of the Agreement, which would require a change to the levels of Service. In addition, different pricing and levels of service may be negotiated at any time that the Inmate count in one or more Correctional Centres fluctuates by more than 20% of the counts of 2009 identified in the Appendix I of the Agreement. This applies to both increases and decreases to the Inmate population.
- 74.05 In no event will the Administrative Fee described in 71.04 of this Schedule exceed, in the aggregate:
Year 1 \$2,489,620.

Year 2 \$2,563,810.

Year 3 \$2,563,810.

Year 4 \$2,563,810.

Year 5 \$2,563,810.

Expenses

- 75.01 The Contractor will be reimbursed for the following annual expenses. These costs are to be submitted on the Contractor's monthly invoice in accordance with 78.05 (g) to this Schedule and must be supported, where applicable by proper receipts.
- 75.02 The Ministry will pay travel costs for the Contractor's Manager and all Leads to visit each Centre on an annual basis. All costs will be in accordance with Group 1 rates identified in Appendix J and must be invoiced with submission of receipts as applicable. In no event will the payment exceed, in the aggregate:
- Year 1 \$130,458
Year 2 \$130,458
Year 3 \$130,458
Year 4 \$130,458
Year 5 \$130,458
- 75.03 The Province may hold annual health care conference(s) in which case the Contractor will be expected to attend such conferences. If a conference is held, any costs for the Contractor's staff to attend must first be approved by the Ministry. Approved costs will be reimbursed and may include wages, travel at Group 1 Government Rates as set out in Appendix J, administration and session costs. This amount is not to exceed, in the aggregate:
- Year 1 \$90,000
Year 2 \$90,000
Year 3 \$90,000
Year 4 \$90,000
Year 5 \$90,000
- 75.04 In the event the Contractor is unable to enter into a contractual arrangement with a General Practitioner and/or Psychiatrist located in physical proximity to PGRCC, the Province will reimburse the Contractor for travel costs, as identified in Appendix F, and at Group 1 Government Rates as set out in Appendix J, of this Schedule for the provision of General Practitioner and/or Psychiatric Services at PGRCC once per week. This amount is not to exceed, in the aggregate:
- Year 1 \$63,336
Year 2 \$63,336
Year 3 \$63,336
Year 4 \$63,336
Year 5 \$63,336

Training

- 76.01 Training costs will be paid to the Contractor in accordance with the items identified in the Schedule of Training, provided they are supported, where applicable, by proper receipts and are in the opinion of the Assistant Deputy Minister, necessarily incurred by the Contractor in the fulfillment of obligations under this Agreement as follows:
- 76.02 The Contractor will provide reconciliation of the costs incurred for training in each of the Contractor's Invoices, in accordance this Schedule.

- 76.03 The annual training costs payable to the Contractor in accordance with paragraphs 76.01 and 76.02 of this Schedule will not exceed, in the aggregate, the following amounts:

Year 1 \$480,000
Year 2 \$480,000
Year 3 \$480,000
Year 4 \$480,000
Year 5 \$480,000

Start Up Costs

- 77.01 Upon submission of an invoice the Province will pay the Contractor a onetime only fee for start up cost as identified in Appendix E, Budget (Start Up).
- 77.02 In no event will the payment for start up costs described in 77.01 of this Schedule exceed, in the aggregate, \$258,667.

Other

- 78.01 The Contractor will be reimbursed for costs related to the provision of additional health care services due to an emergency or business requirement. Costs include salaries, overtime, sessional and administration costs, and travel expenses at Group 1 rates as set out in Appendix J to this Schedule. These costs, if approved by the Province, are to be submitted on the monthly invoice, accompanied by supporting documentation, in accordance with 79.05 (f) to this Schedule, and are not to exceed, the following amounts:

- (a) \$100,000 annually, available at the express approval of the Provincial Director; and
- (b) \$350,000 annually, available through the issuance of an Operational Protocol.

- 78.02 In no event will the amount payable to the Contractor in accordance with paragraph 78.01 to this Schedule exceed, in the aggregate, the following amounts:

Year 1 \$450,000.
Year 2 \$450,000.
Year 3 \$450,000.
Year 4 \$450,000.
Year 5 \$450,000.

Invoicing

- 79.01 The Contractor will bill for Services monthly. Monthly invoices will include, at a minimum, the following components:
- (a) Direct Service Delivery – Actual Costs
 - (b) Administrative Fee
 - (c) Provincial Fill-Rate Report
- 79.02 For each month during the Term, the Contractor will submit to the Province an Invoice for each Correctional Centre, in the format attached as Appendix K to this Schedule, showing the calculations of all fees and expenses claimed for the month for which the statement is submitted.
- 79.03 The Contractors Invoices for the preceding month will be submitted no later than the last day of the month following.
- 79.04 The Province will:
- (a) pay actual costs on a one-for-one basis;
 - (b) Benefits that will be reimbursed 100% include: Provincial Pension, CPP, Death and Retiring Premiums, EI, Extended Health and Dental, Group Life, Medical Services Plan, Long Term Disability, WCB, Employee Family Assistance Program, Compassionate Days, Annual Leave, Stat Holiday paid days off, Maternity and Parental Leave, and

Special Leave. Sick-time will be reimbursed at 75% of the total wages and benefits incurred.

- (c) Any overtime incurred by the Contractor that was not requested by the Province cannot be charged to the Province. For example, any overtime that is due to the Contractor's inability to staff one or more positions is the responsibility of the Contractor; the Province will pay the straight-time rate for the hours worked, but any additional costs (either as increased hourly rate or additional time off) cannot be charged to the Province. This also applies to additional hourly rates for stat holidays worked. The base hours can be billed at the straight time rate, but any incremental costs cannot be billed to the Province.
- (d) For ease of invoicing, the Province and the Contractor have negotiated an average wage rate for each position, and a standard benefits rate that will be used for monthly billings. The Contractor will submit to the Province a report from their payroll system that details the actual payroll costs specific to the list above. On a quarterly basis, the Province will reconcile the payroll report(s) to the monthly costs paid. If the Province overpaid these actual costs, the difference will be deducted from the Contractor's next invoice. If the Province underpaid these actual costs, the difference will be paid to the Contractor.

79.05 The invoice will include the following information for each Correctional Centre:

- (a) services being provided, a list of positions with corresponding net labour costs and the benefit calculation for each position;
- (b) hours of service being provided as set out in Appendix C;
- (c) actual Hours of service provided;
- (d) dates during which the service was provided;
- (e) provision identifying the costs of any hours of service not delivered as specified in Appendix C;
- (f) provision identifying the costs of any additional hours of service provided in excess of the hours specified in Appendix C and in accordance with paragraph 79.04 (c) of this Schedule; and
- (g) the cost of allowable expenses and supporting documentation as set out in this Schedule.

79.06 In the event this Agreement is terminated, the Contractor will be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this paragraph will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

79.07 The Province will endeavour to pay invoices within 30 days of the receipt of same. If the Province does not pay such invoices within this period, the Contractor will be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the Financial Administration Act.

Direct Service Delivery – Actual Costs

80.01 Invoicing for direct Service delivery will include a payroll report for those positions delivering these services. The payroll report is to be easily matched to the fill-rate report and the invoice and will include, but not be limited to, column headers for employee, date, shift and hours/sessions rate.

80.02 The Contractor will provide a payroll report, at the request of and in a format satisfactory to the Province, that includes details relating to wages and benefits and sessional rates (as applicable) for all positions identified in sections 1 through 6 of this Schedule. Such details will include, but are not limited to, employee name, wage, position, and classification, status of employment, (e.g., regular or casual employee etc.) dates of hours worked, adds to pay such as shift premiums, Occupational First Aid Allowance, recruitment incentives, etc., and benefits paid on behalf of the

employee as described in this section. The structure and the details of this report will be negotiated between the Province and the Contractor.

Transparency in Invoicing

- 81.01 The delivery of health care, mental health and addiction services results in complex and varied expenses and billings. The Contractor's invoicing process for these Services will be transparent, easily understood and will facilitate simple comparisons between actual Service deliveries vs. invoice amounts. Invoicing for Services provided under the Agreement will balance the need for detail with the need for simplicity and an efficient invoicing process. Invoicing is required to be accurate and easily understood and will support audit, quality assurance and performance measurement purposes.

Reports

- 82.01 In consultation with the Ministry, the Contractor will provide reports and data records in a format acceptable to the Ministry, which address, but are not necessarily limited to the following:
- (a) Staffing reports;
 - (b) Service hours delivered by position;
 - (c) Payroll reports referred to in paragraph 80.02 to this Schedule;
 - (d) Activity reports that include but are not limited to Health Care Services delivered, waitlists, training provided to Health Care Personnel, etc.;
 - (e) Incident reports; and
 - (f) Medical equipment inventory and status.
- 82.02 All reports and data records will be inclusive of the information required by the Ministry to adequately monitor and provide management oversight for health care delivery. The Ministry will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying or auditing the same.

Maximum Amount Payable:

- 83.01 In no event will the Fees, Expenses, Training, Start Up and Other costs payable to the Contractor in accordance with this Schedule of Payments exceed, in the aggregate:
- Year 1 \$18,341,529
 - Year 2 \$18,108,913
 - Year 3 \$18,129,430
 - Year 4 \$18,150,563
 - Year 5 \$18,172,330

Appendix A (Schedule of Payments)
Administrative Fee

Wages and Benefits	Year One	Year Two (3% inflation)
Contractor's Manager	150,000	154,000
Addiction Lead NP	130,000	133,900
Discharge Planning Lead MSW	140,000	144,200
Pharmacy Lead Doctor	168,000	173,040
IT Lead Doctor	168,000	173,040
Infectious Disease Lead Doctor	168,000	173,040
Back up Contractor Physician Consult	50,000	51,500
Finance Manager	80,000	82,400
Payroll and Benefits	60,000	61,800
Administrative Assistant	70,000	72,100
Labour Relations Officer (pt)	60,000	61,800
HR Officer (pt)	60,000	61,800
Quality Improvement Nurse	60,000	61,800
Electronic Communication	15,000	15,450
Contractor Staff Meetings	10,000	10,300
Office rental	60,000	61,800
Office Utilities	6,000	6,180
Office Supplies	5,000	5,150
Business License	120	125
Education	25,000	25,750
Insurance	15,000	15,450
Travel and Accommodation	13,500	13,905
Overtime Rates	200,000	206,000
Overtime Stat Holidays	8,000	8,240
Stat pay	155,000	159,650
25% sick time	140,000	144,200
25% sick banks for retirement	4,000	4,120
Accounting and Legal	20,000	20,600
Psychological Tests	2,000	2,060
Court Appearances	2,000	2,060
Advertising	9,000	9,270
Clothing Allowance	10,000	10,300
Nurses Licences RN/RPN (x50) 200	10,000	10,300
Nurses Licences LPN (x25) 200	5,000	5,150
Staff Flu Vaccine 2 days at each Centre	7,000	7,210
Recruitment Bonus \$500.00 (x8)	4,000	4,120
Management Fee	400,000	412,000
Total	2,489,620	2,563,810



Appendix B (Schedule of Payments)
Administrative Fee Payment Adjustments

The monthly Administrative Fee payable to the Contractor is 1/12 of the annual Administrative Fee, less any adjustments. When the targets have not been met, adjustments will be calculated for each Centre using the following formula:

- $MAF \times 10\% \times AR$

Where MAF means the monthly Administrative Fee and AR means the Adjustment Rate, as noted below. If targets are not met in more than one Centre in a given month, the above calculation will be made for each Centre and the results summed for all Centres to determine the total adjustment amount.

The Adjustment Rate is calculated as follows:

- Percent that was not filled multiplied by:
 - 10% for Health Care Managers and Assistant Health Care Managers; and
 - 90% for all other Health Care Personnel listed in Appendix C.

NOTE1: In no case will the Administrative Fee for a specific Centre exceed 100% of the total allocated amount for that Centre.

The following examples illustrate how such reductions are calculated. In all examples given, the monthly Administrative Fee is \$100,000.

NOTE2: It is understood that \$100,000.00 may not be an accurate figure for the monthly Administrative Fee; however, this figure is being used for illustrative purposes only.

Example #1: The Contractor has achieved all of the targets, with the following exceptions:

- 50% for the Health Care Manager in one Centre; and
- 76% for all other Health Care Personnel in one Centre.

The reduction is calculated as follows:

- $[MAF \times 10\% \times (100-50)\% \times 10\%] + [MAF \times 10\% \times (100-76)\% \times 90\%]$
- $= [100,000 \times 0.1 \times 0.5 \times 0.1] + [100,000 \times 0.1 \times 0.24 \times 0.9]$
- $= \$500 + \$2,160 = \$2,660$ reduction
- Total monthly Administrative Fee paid = $\$100,000 - \$2,660 = \$97,340$

Example #2: The Contractor has achieved all of the fill rate targets, with the following exceptions:

- 0% of Health Care Managers in one Centre;
- 50% of Health Care Managers and Assistant Health Care Managers in one Centre;
- 87% of all other Health Care Personnel in one Centre;
- 91% of all other Health Care Personnel in one Centre; and
- 97% of all other Health Care Personnel in one Centre.

The reduction is calculated as follows:

- $[MAF \times 10\% \times (100-0)\% \times 10\%] + [MAF \times 10\% \times (100-50)\% \times 10\%] + [MAF \times 10\% \times (100-87)\% \times 90\%] + [MAF \times 10\% \times (100-91)\% \times 90\%] + [MAF \times 10\% \times (100-97)\% \times 90\%]$
- $= [100,000 \times 0.1 \times 1 \times 0.1] + [100,000 \times 0.1 \times 0.50 \times 0.1] + [100,000 \times 0.1 \times 0.13 \times 0.9] + [100,000 \times 0.1 \times 0.09 \times 0.9] + [100,000 \times 0.1 \times 0.03 \times 0.9]$
- $\$1,000 + \$500 + \$1,170 + \$810 + \$270 = \$3,750$ reduction
- Total monthly Administrative Fee paid = $\$100,000 - \$3,750 = \$96,250$



Appendix C (Schedule of Services)

Hours of Service

Appendix C, Hours of Service: Alouette Correctional Centre for Women					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr					
Nurse - Registered	RN Day	5.0	7.5	37.5	1,957.50
	RN Afternoon	5.0	7.5	37.5	1,957.50
	RN Night				
	RN Day Weekend	2.0	7.5	15.0	783.00
	RN Afternoon Weekend	2.0	7.5	15.0	783.00
	RN Night Weekend				
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal	9.0	0.5	4.5	245.90
Nurse - Licensed Practical	Day	5.0	7.5	37.5	1,957.50
	Afternoon	5.0	7.5	37.5	1,957.50
	Night				
	Day Weekend	2.0	7.5	15.0	783.00
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon				
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	7.0	35.0	1,827.00
	Afternoon				
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	3.0	3.5	10.5	548.10
	Sessions				
	Travel	3.0	0.75	2.25	117.45
	Call Back				
Psychologist	Sessions	6.0	3.5	21.0	1,096.20
	Travel				
Dentist	Sessions	2.0	3.5	7.0	365.40
	Travel/MSO				
Psychiatrist	MSP	1.0	3.5	3.5	182.70
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		79.0	113.25	468.75	24,479.75

Appendix C, Hours of Service: Ford Mountain Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager					
Assistant Health Care Mgr		5.0	7.0	35.0	1,827.00
Nurse - Registered	RN Day	5.0	7.0	35.0	1,827.00
	RN Afternoon				
	RN Night				
	RN Day Weekend				
	RN Afternoon Weekend				
	RN Night Weekend				
	Resp pay				
	Paid Meal				
Nurse - Licensed Practical	Day				
	Afternoon				
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Mental Health Coordinator					
Screeners	Day				
	Afternoon				
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	3.0	7.0	21.0	1,096.20
	Afternoon				
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	1.0	3.5	3.5	182.70
	Sessions				
	Travel	1.0	3.5	3.5	182.70
	Call Back				
Psychologist	Sessions	2.0	3.5	7.0	365.40
	Travel	1.0	2.5	2.5	130.50
Dentist	Sessions				
	Travel/MSO				
Psychiatrist	MSP				
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		23.0	41.00	142.50	7,438.50

18

Appendix C, Hours of Service: Fraser Regional Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr					
Nurse - Registered	RN Day	5.0	9.5	47.5	2,479.50
	RN Afternoon	5.0	10.0	50.0	2,610.00
	RN Night	5.0	0.5	2.5	130.50
	RN Day Weekend	2.0	9.5	19.0	991.80
	RN Afternoon Weekend	2.0	10.0	20.0	1,044.00
	RN Night Weekend	2.0	0.5	1.0	52.20
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal	2.0	1.0	2.0	115.40
Nurse - Licensed Practical	Day	5.0	16.6	82.9	4,327.38
	Afternoon	5.0	7.6	37.9	1,978.38
	Night	5.0	2.0	10.0	522.00
	Day Weekend	2.0	9.5	19.0	991.80
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend	2.0	2.0	4.0	208.80
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon				
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	14.0	70.0	3,654.00
	Afternoon	5.0	3.0	15.0	783.00
	Night				
	Day Weekend	2.0	11.0	22.0	1,148.40
	Afternoon Weekend	2.0	3.0	6.0	313.20
	Night Weekend				
Doctor	Clinics (MSP)	5.0	3.0	15.0	783.00
	Sessions				
	Travel	5.0	0.8	3.8	195.75
	Call Back				
Psychologist	Sessions	6.0	3.5	21.0	1,096.20
	Travel				
Dentist	Sessions	4.5	3.5	15.8	822.15
	Travel/MSO				
Psychiatrist	MSP	2.0	3.5	7.0	365.40
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min	2.0	3.0	6.0	313.20
TOTALS		104.5	165.41	667.30	34,844.06

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Appendix C, Hours of Service: Kamloops Regional Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr		5.0	7.0	35.0	1,827.00
Nurse - Registered	RN Day	5.0	9.6	47.9	2,500.38
	RN Afternoon	5.0	9.1	45.5	2,375.10
	RN Night	5.0	0.5	2.5	130.50
	RN Day Weekend	2.0	9.5	19.0	991.80
	RN Afternoon Weekend	2.0	9.0	18.0	939.60
	RN Night Weekend	2.0	0.5	1.0	52.20
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal	4.5	1.0	4.5	245.90
Nurse - Licensed Practical	Day	5.0	7.5	37.5	1,957.50
	Afternoon	5.0	7.5	37.5	1,957.50
	Night				
	Day Weekend	2.0	7.5	15.0	783.00
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon	5.0	4.0	20.0	1,044.00
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	7.0	35.0	1,827.00
	Afternoon	5.0	4.0	20.0	1,044.00
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	3.0	3.5	10.5	548.10
	Sessions				
	Travel				
	Call Back				
Psychologist	Sessions	6.0	3.5	21.0	1,096.20
	Travel				
Dentist	Sessions	2.0	3.5	7.0	365.40
	Travel/MSO				
Psychiatrist	MSP	1.0	3.5	3.5	182.70
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		93.5	129.18	570.40	29,785.88

Appendix C, Hours of Service: Nanaimo Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr					
Nurse - Registered	RN Day	5.0	8.3	41.5	2,166.30
	RN Afternoon	5.0	7.0	35.0	1,827.00
	RN Night	5.0	0.5	2.5	130.50
	RN Day Weekend	2.0	7.5	15.0	783.00
	RN Afternoon Weekend	2.0	7.0	14.0	730.80
	RN Night Weekend	2.0	0.5	1.0	52.20
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal				
Nurse - Licensed Practical	Day	5.0	10.0	50.0	2,610.00
	Afternoon	5.0	6.5	32.5	1,696.50
	Night				
	Day Weekend	2.0	3.0	6.0	313.20
	Afternoon Weekend	2.0	6.5	13.0	678.60
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon				
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	7.4	37.0	1,931.40
	Afternoon				
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	3.0	2.0	6.0	313.20
	Sessions				
	Travel	2.0	0.5	1.0	52.20
	Call Back				
Psychologist	Sessions	0.3	3.5	0.9	45.68
	Travel				
Dentist	Sessions	1.0	3.5	3.5	182.70
	Travel/MSO				
Psychiatrist	MSP				
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		68.3	104.70	433.88	22,648.28

Appendix C, Hours of Service: North Fraser Pre-trial Centre

Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr		5.0	7.0	35.0	1,827.00
Nurse - Registered	RN Day	5.0	18.0	90.0	4,698.00
	RN Afternoon	5.0	31.7	158.3	8,263.26
	RN Night	5.0	7.5	37.5	1,957.50
	RN Day Weekend	2.0	18.0	36.0	1,879.20
	RN Afternoon Weekend	2.0	21.7	43.3	2,261.30
	RN Night Weekend	2.0	7.5	15.0	783.00
	Resp pay	7.0	19.0	133.0	6,942.60
	Paid Meal				
Nurse - Licensed Practical	Day	5.0	15.0	75.0	3,915.00
	Afternoon	5.0	17.6	87.9	4,588.38
	Night	5.0	3.0	15.0	783.00
	Day Weekend	2.0	15.5	31.0	1,618.20
	Afternoon Weekend	2.0	11.0	22.0	1,148.40
	Night Weekend	2.0	2.0	4.0	208.80
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day	5.0	1.0	5.0	261.00
	Afternoon	5.0	11.0	55.0	2,871.00
	Afternoon Weekend	2.0	4.5	9.0	469.80
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	19.6	98.0	5,112.99
	Afternoon	5.0	17.7	88.7	4,630.14
	Night	5.0	5.1	19.6	1,022.60
	Day Weekend	2.0	22.5	45.0	2,349.00
	Afternoon Weekend	2.0	10.7	21.5	1,121.26
	Night Weekend	2.0	5.1	10.2	530.35
Doctor	Clinics (MSP)	5.0	7.0	35.0	1,827.00
	Sessions				
	Travel				
	Call Back				
Psychologist	Sessions	7.0	3.5	24.5	1,278.90
	Travel				
Dentist	Sessions	7.0	3.5	24.5	1,278.90
	Travel/MSO				
Psychiatrist	MSP	2.0	3.5	7.0	365.40
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		123.0	330.13	1,330.90	69,472.98

Appendix C, Hours of Service: Prince George Regional Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr					
Nurse - Registered	RN Day	5.0	9.6	47.9	2,500.38
	RN Afternoon	5.0	9.0	45.0	2,349.00
	RN Night	5.0	0.5	2.5	130.50
	RN Day Weekend	2.0	9.6	19.2	1,000.15
	RN Afternoon Weekend	2.0	9.1	18.2	947.95
	RN Night Weekend	2.0	0.5	1.0	52.20
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal	4.5	1.0	4.5	245.90
Nurse - Licensed Practical	Day	5.0	7.5	37.5	1,957.50
	Afternoon	5.0	7.5	37.5	1,957.50
	Night				
	Day Weekend	2.0	7.5	15.0	783.00
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon	5.0	3.0	15.0	783.00
	Afternoon Weekend				
Pharm Tech	Day				
	Afternoon				
	Day Weekend				
	Afternoon Weekend				
MOA/Clerk	Day	5.0	7.0	35.0	1,827.00
	Afternoon	5.0	4.0	20.0	1,044.00
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	2.0	3.5	7.0	365.40
	Sessions				
	Travel				
	Call Back				
Psychologist	Sessions	4.0	3.5	14.0	730.80
	Travel				
Dentist	Sessions	2.0	3.5	7.0	365.40
	Travel/MSO				
Psychiatrist	MSP	1.0	3.5	3.5	182.70
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		85.5	128.24	519.72	27,140.38

Appendix C, Hours of Service: Surrey Pre-trial Services Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr		5.0	7.0	35.0	1,827.00
Nurse - Registered	RN Day	5.0	15.0	75.0	3,915.00
	RN Afternoon	5.0	29.3	146.5	7,647.30
	RN Night	5.0	8.0	40.0	2,088.00
	RN Day Weekend	2.0	15.0	30.0	1,566.00
	RN Afternoon Weekend	2.0	19.0	38.0	1,983.60
	RN Night Weekend	2.0	8.0	16.0	835.20
	Resp pay	7.0	19.0	133.0	6,942.60
	Paid Meal				
Nurse - Licensed Practical	Day	5.0	7.5	37.5	1,957.50
	Afternoon	5.0	7.5	37.5	1,957.50
	Night				
	Day Weekend	2.0	7.5	15.0	783.00
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon	5.0	7.0	35.0	1,827.00
	Afternoon Weekend	2.0	4.0	8.0	417.60
Pharm Tech	Day				
	Afternoon	5.0	4.5	22.5	1,174.50
	Day Weekend				
	Afternoon Weekend	2.0	6.3	12.5	652.50
MOA/Clerk	Day	5.0	7.0	35.0	1,827.00
	Afternoon	5.0	11.0	55.0	2,871.00
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	5.0	3.5	17.5	913.50
	Sessions				
	Travel				
	Call Back				
Psychologist	Sessions	9.5	3.5	33.3	1,735.65
	Travel				
Dentist	Sessions	3.0	3.5	10.5	548.10
	Travel/MSO				
Psychiatrist	MSP	1.0	3.5	3.5	182.70
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		104.5	225.05	956.25	49,916.25

Appendix C, Hours of Service: Vancouver Island Regional Correctional Centre					
Position	Description	Days per Week	Hours per Day	Hours per Week	Hours per Year
Health Care Manager		5.0	7.0	35.0	1,827.00
Assistant Health Care Mgr					
Nurse - Registered	RN Day	5.0	9.6	47.9	2,500.38
	RN Afternoon	5.0	9.1	45.4	2,369.88
	RN Night	5.0	0.5	2.5	130.50
	RN Day Weekend	2.0	9.6	19.2	1,000.15
	RN Afternoon Weekend	2.0	9.1	18.2	947.95
	RN Night Weekend	2.0	0.5	1.0	52.20
	Resp pay	7.0	10.0	70.0	3,654.00
	Paid Meal				
Nurse - Licensed Practical	Day	5.0	11.7	58.5	3,053.70
	Afternoon	5.0	7.5	37.5	1,957.50
	Night				
	Day Weekend	2.0	7.5	15.0	783.00
	Afternoon Weekend	2.0	7.5	15.0	783.00
	Night Weekend				
Mental Health Coordinator		5.0	7.0	35.0	1,827.00
Screeners	Day				
	Afternoon	5.0	3.3	16.3	848.25
	Afternoon Weekend	2.0	3.3	6.5	339.30
Pharm Tech	Day				
	Afternoon	5.0	4.5	22.5	1,174.50
	Day Weekend				
	Afternoon Weekend	2.0	6.3	12.5	652.50
MOA/Clerk	Day	5.0	7.0	35.0	1,827.00
	Afternoon	5.0	8.1	40.7	2,124.54
	Night				
	Day Weekend				
	Afternoon Weekend				
	Night Weekend				
Doctor	Clinics (MSP)	3.0	3.5	10.5	548.10
	Sessions				
	Travel				
	Call Back				
Psychologist	Sessions	6.0	3.5	21.0	1,096.20
	Travel				
Dentist	Sessions	3.0	3.5	10.5	548.10
	Travel/MSO				
Psychiatrist	MSP	2.0	3.5	7.0	365.40
Drug & Addictions Counselor	Day	5.0	7.0	35.0	1,827.00
X-Ray Tech	3 Hr Min				
TOTALS		95.0	149.91	617.57	32,237.15

APPENDIX D (Schedule of Payments)
Shift Premium Calculation

The information below is for use when calculating evening and night shift premiums only; actual shifts worked do not correspond with shift start times stated below (24 hour clock).

Health Care Manager Day Shift	07:00
Assistant Health Care Manager Day Shift	07:00
Registered Nurse Weekday/Weekend Day Shift	07:00
Registered Nurse Weekday/Weekend Evening Shift	15:00
Registered Nurse Night Shift	23:00
Registered Psychiatric Nurse Weekday/Weekend Day Shift	07:00
Registered Psychiatric Nurse Weekday/Weekend Evening Shift	15:00
Registered Psychiatric Nurse Night Shift	23:00
Licensed Practical Nurse Weekday/Weekend Day Shift	07:00
Licensed Practical Nurse Weekday/Weekend Evening Shift	15:00
Licensed Practical Nurse Weekday/Weekend Night Shift	23:00
Mental Health Coordinator Day Shift	07:00
Mental Health Screeners Day Shift	07:00
Mental Health Screeners Weekday/Weekend Evening Shift	15:00
Pharmacy Technician Weekday/Weekend Day Shift	07:00
Pharmacy Technician Weekday/Weekend Evening Shift	15:00
Medical Office Assistant/Clerical Weekday/Weekend Day Shift	07:00
Medical Office Assistant/Clerical Weekday/Weekend Evening Shift	15:00
Medical Office Assistant/Clerical Weekday/Weekend Night Shift	23:00

**Appendix E (Schedule of Payments)
Start Up Budget**

Wages, Benefits and Cost - Two Months

Contract Manager	\$25,000
Addiction Lead	\$21,700
Discharge Planning Lead	\$23,330
Pharmacy Lead	\$28,000
IT Lead	\$28,000
Infectious Disease Lead	\$28,000
Administrative Assistant	\$11,700
Payroll and Benefits	\$10,000
Office Rent	\$10,000
Computers (x60)	\$6,000
Fax	\$200
Printer	\$200
Phones	\$2,000
Pagers	\$200
Photocopier	\$500
Office Supplies	\$250
Desks	\$2,400
Travel to all Centres	\$11,187
Admin Fee	\$50,000
Staff Meeting (4hrs)	\$12,600
Total	\$258,667

Appendix F (Schedule of Payments)

Annual Travel Costs for General Practitioner, all Leads and Contractor's Manager to visit each Centre Prince George

Physician

Flights	52	@	\$550	\$ 28,600
Weekly Meal per diem	52	@	\$ 55	\$ 2,860
Travel Time	52	@	\$500	\$ 26,000
Hotel	52	@	\$113	\$ 5,876

Leads

Flights	6 Trips X 5 Leads	@	\$550	\$ 16,500
Meal per diem	6 Trips X 5 Leads	@	\$ 55	\$ 1,650
Hotel	6 Trips X 5 Leads	@	\$113	\$ 3,390

Contractor

Flights	6 Trips	@	\$550	\$ 3,300
Meal per diem	6 Trips	@	\$ 55	\$ 330
Hotel	6 Trips	@	\$113	\$ 678

Nanaimo

Mileage, return 50 km x .50 per kilo

Leads

Mileage	6 Trips X 5 Leads	@	\$ 25	\$ 750
Ferry	6 Trips X 5 Leads	@	\$110	\$ 3,300
Meal per diem	6 Trips X 5 Leads	@	\$ 55	\$ 1,650
Hotel	6 Trips X 5 Leads	@	\$113	\$ 3,390

Contractor

Mileage	6 Trips	@	\$ 25	\$ 150
Ferry	6 Trips	@	\$110	\$ 660
Meal per diem	6 Trips	@	\$ 55	\$ 330
Hotel	6 Trips	@	\$113	\$ 678

Victoria

Mileage, return 145 km x .50 per kilo

Leads

Mileage	6 Trips X 5 Leads	@	\$72.50	\$ 2,175
Ferry	6 Trips X 5 Leads	@	\$110	\$ 3,300

Meal per diem	6 Trips X 5 Leads	@	\$55	\$ 1,650
Hotel	6 Trips X 5 Leads	@	\$113	\$ 3,390

Contractor

Mileage	6 Trips	@	\$72.5	\$ 435
Ferry	6 Trips	@	\$110	\$ 660
Meal per diem	6 Trips	@	\$ 55	\$ 330
Hotel	6 Trips	@	\$113	\$ 678

Kamloops

Mileage, return 650 km x .50 per km

Leads

Mileage	6 Trips X 5 Leads	@	\$325	\$ 9,750
Meal per diem	6 Trips X 5 Leads	@	\$ 55	\$ 1,650
Hotel	6 Trips X 5 Leads	@	\$113	\$ 3,390

Contractor

Mileage	6 Trips	@	\$325	\$ 1,950
Meal per diem	6 Trips	@	\$ 55	\$ 330
Hotel	6 Trips	@	\$113	\$ 678

Total Travel Cost

\$130,458

8

Appendix G (Schedule of Services)

Committees

Committees

Health Care Committee

Purpose: To provide a provincial focus on emerging issues in service delivery and other related matters surrounding improving work processes, quality assurance, service efficiencies, cost savings opportunities, staffing complements and issues management.

Membership:

Ministry: Deputy Provincial Director, Branch Contract Manager, Medical Director, Director, Mental Health, Policy Analyst, Representative from Investigation and Standards

Contractor: Contractor's Manager and, if applicable, any other individual(s) who have the Contractor's authority to make decisions about the Agreement (i.e., at the provincial level, not at the Centre level)

- Duration: 1/2 day
- Frequency: At least monthly
- Location: Victoria, BC (in-person or via teleconference, at the discretion of the Ministry)
- Compensation: Included in Administration Fee (separate travel and other costs are not billable to the Ministry)

Primary Assessment and Care (PAC) Committee

Purpose: A provincial focus on PAC services and functional matters including: quality assurance, system enhancements & issues management

Membership:

Ministry: Director, Strategic Technology, Branch Contract Manager, Medical Director, Director, Mental Health, Policy Analyst, PAC Applications Support Manager

Contractor: Contractor's Manager, Technology Lead

- Duration: ½ Day
- Frequency: At least monthly
- Location: Victoria, BC (in-person or via teleconference, at the discretion of the Ministry)
- Compensation: Included in Administration Fee (separate travel and other costs are not billable to the Ministry)

Financial Review & Reconciliation Committee

Purpose: Reconciliation of invoices and fill rate report, examination of anomalies in service delivery

Membership:

Ministry: Deputy Provincial Director as necessary, Branch Contract Manager, Ministry Resource Manager

Contractor: Contractor's Manager and financial management resource(s)

- Duration: 1/2 day
- Frequency: Four times per year
- Location: Victoria, BC (in-person or via teleconference, at the discretion of the Ministry)
- Compensation: Included in Administration Fee (separate travel and other costs are not billable to the Ministry)

Pharmacy & Therapeutic Advisory Committee (PTAC)

Purpose: PTAC makes recommendations to the Health Care Committee on the availability, suitability and clinical

risks and benefits of pharmaceuticals, therapeutic and diagnostic medical devices and related products. PTAC makes recommendations regarding the Drug Formulary and on the maintenance and procurement of therapeutic and diagnostic medical devices and related products, in keeping with the community standards of care.

Membership:

Ministry: Medical Director, Product Distribution Centre Pharmacist, Branch Contract Manager

Contractor: Medical & Supply Services Functional Lead. Technology Functional Lead and the Communicable Diseases Functional Lead may attend on an as needed basis

- Duration: 1/2 day
- Frequency: Monthly
- Location: Monthly via teleconference; In-person four times annually, at a mutually agreed upon location
- Compensation: Included in Administration Fee (separate travel and other costs are not billable to the Ministry)

Appendix H (Schedule of Services)
Electronic Information Systems

Inmate Electronic Health Record – Primary Assessment & Care (PAC) System

- 1.01 The Contractor will use PAC to monitor, manage and enhance the operational delivery of the Services by ensuring the appropriate use of:
- a) medical and diagnostic codes;
 - b) workflow functions;
 - c) all open tasks;
 - d) encounters; and
 - e) episodes and medication record sets.
- 1.02 The PAC system will be used by the Contractor for the creation and maintenance of Inmate and group records, appointments and schedules. It will also be used by the Ministry for performance and work flow management.

CORNET – Corrections Network

- 2.01 The Contractor will use CORNET to identify, locate and track Inmates and their correctional information. The Contractor will enter and update health alerts and client logs with critical and appropriate information concerning the health of Inmates for use by correctional officers, supervisors and managers.

Ministry Line of Business Applications, eServices & eHealth Records

- 3.01 The Contractor will use specific Ministry applications effectively in the delivery of the Services.
- 3.03 The Contractor will collaborate with the Ministry in the strategic and effective use, development and deployment of business applications to:
- a) protect Inmates, staff and the public;
 - b) manage, support, improve, monitor and innovate the delivery of the Services;
 - c) develop work reduction and after hours support models;
 - d) ensure the input of quality information to support business intelligence, quality assurance, contract monitoring and evidence based decision making; and
 - e) promote participation in the provincial electronic health record.
- 3.04 Application training and support will be provided and funded by the Ministry according to established standards and policies.

APPENDIX I (Schedule of Services)
CORRECTIONAL CENTRE LOCATIONS AND COUNT ESTIMATE

The counts reflect historical numbers or estimates only. Actual numbers may change over the period of the Agreement. During the Term of this Agreement the Province may, at its sole and absolute discretion, increase or decrease the capacity of existing Correctional Centres or change the number of Correctional Centres.

Alouette Correctional Centre for Women (ACCW) PO Box 1000 Maple Ridge, BC V2X 7G4	Average daily count for 2009 was 108.
Ford Mountain Correctional Centre (FMCC) C/o Fraser Regional Correctional Centre PO Box 1500 Maple Ridge, BC V2X 7G3	Average daily count for 2009 was 113.
Fraser Regional Correctional Centre (FRCC) PO Box 1500 Maple Ridge, BC V2X 7G3	Average daily count for 2009 was 528.
Kamloops Regional Correctional Centre (KRCC) PO Box 820 Kamloops BC V2C 5M9	Average daily count for 2009 was 347.
Nanaimo Correctional Centre (NCC) Bag 4000 Nanaimo, BC V9R 5N3	Average daily count for 2009 was 203.
North Fraser Pre-trial Centre (NFPC) 1451 Kingsway Avenue Port Coquitlam, BC V3C 1S2	Average daily count for 2009 was 604.
Prince George Regional Correctional Centre (PGRCC) PO Box 4300 Prince George, BC V2L 5J9	Average daily count for 2009 was 266.
Surrey Pre-trial Services Centre (SPSC) 14323 – 57 th Avenue Surrey, BC V3X 1B1	Average daily count for 2009 was 273.
Vancouver Island Regional Correctional Centre (VIRCC) PO Box 9224 Stn Prov Govt Victoria, BC V8W 9J1	Average daily count for 2009 was 320.

APPENDIX J (Schedule of Payments)

Travel Expenses for Contractors

Group 1 Rates

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the Ministry except in unusual circumstances which require pre-approval by the Ministry. Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits). All allowable expenses are subject to any restrictions outlined in the Agreement.

TRAVEL EXPENSES

The Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. **Meal Allowances:** Receipts are not required.

Effective March 29, 2009 the following meal allowances, which must not exceed \$47.00 per day, can be claimed:

Breakfast only	\$11.50	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$13.25	Cannot claim if travel starts after 12 noon or ends before 12 noon
Dinner only	\$22.25	Cannot claim if travel starts after 6 PM or ends before 6 PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	See above

2. **Mileage Rates When Using Private Vehicle:** Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. **Taxi and Parking:** Receipts/copies of receipts are required. Tips identified separately on taxi receipts cannot be claimed.

4. **Car Rentals:** Approved car rental agencies and the maximum rates for each community are listed at:

www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers.

Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. **Accommodation:**

(a) **Hotel/motel** (Original receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at:

www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html

Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the Branch Contract Manager.

- (b) **Private lodging:** Receipts are not required. \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).
6. **Airfare:** Receipts/copies of receipts and proof of payment are required. Only economy airfare will be reimbursed.
7. **Miscellaneous Travel Expenses:** Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.
8. **Out-of-Province Travel:** When B.C. contractors are required to travel out-of-province, a Travel Authorization Form approved by the ministry director must accompany the expense claim.

OTHER EXPENSES

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).
2. **HST:** When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.
3. **Miscellaneous Expenses** (e.g., business telephone/fax calls, newspapers, etc.): Receipts/copies of receipts are required. Miscellaneous expenses will be reimbursed if, in the Province's opinion, they are necessarily incurred in providing the Services. Contractors should contact the Branch Contract Manager prior to incurring any miscellaneous expenses.

Appendix K (Schedule of Payments)

Invoice

A sample invoice will accompany the Agreement. The size of the invoice document does not lend itself to insertion in this Agreement. Additionally, an electronic copy will be included as an attachment to the CMS data base, the Contractor's SharePoint site, and other relevant locations.

The invoice will be in Microsoft Excel format and may from time to time be modified at the request of the Parties.

In addition, the Ministry will require a data set of the data comprising each monthly invoice. The data set will be provided along with the presentation of the invoice. The data set will be in a tab delimited format and consist of records for each billable position and expense for each centre. The records will be comprised of the following fields:

- Correction Centre: ACCW, FMCC, FRCC, KRCC, NCC, NFPC, PGRCC, SPSC, and VIRCC
- Position: Examples: Health Care Manager, Health Care Assistant Manager, Nurse - RN, Nurse - LPN. Further examples to be provided.
- Date: In year and month format: YY-MMM
- Schedule - Days / Week
- Schedule - Hours / Day
- Schedule - Hours / Week
- Schedule - Additional Hours
- Schedule Note
- Schedule - Hours / Year
- Monthly Calculation Basis
- Calculated Hours / Month Authorized
- Clinics Scheduled
- Hours Scheduled
- Clinics Delivered
- Hours Delivered
- Hours Delivered less Hours Scheduled
- Delivery - Hourly Rate
- Delivery - Fees
- Call-back Fees
- Sessional Fees
- HCC Hours
- HCC Fees
- HCC Expense
- Annual Site Visits
- Travel (Prince George)
- Phone Consult
- Training Hours
- Training Fees
- Training Expense
- Emergency or Additional Hours
- Emergency or Additional Fees
- Emergency or Additional Expense
- Emergency or Additional Code: Code table to be provided.

The data set records and fields may, from time to time, be modified at the request of the Parties.

Appendix L (Schedule of Services)
Health Care Services Manual - Addiction Services
Draft

Addiction Services

Alcohol and Drug services, provided by qualified personnel, are available to all inmates.

Purpose

- 1.01 The primary purpose of addiction services is to assess and treat offenders with alcohol and drug related addiction disorders in order to restore or improve the health and functioning of the patient, while recognizing differences in gender, age, and culture. Addictions counsellors work in consultation with the health care team, and mental health practitioners.
- 1.02 Mental health screening identifies inmates who require alcohol and drug counselling services and identified programs or services while in the correctional centre, and may help identify inmates who are at risk of self-harm or harm to others.
- 1.03 Relevant information obtained from the mental health screening must be recorded in the New Mental Health Screening section of the Primary Assessment and Care (PAC) inmate health information system. Information necessary for corrections staff to safely house the inmate in the centre is shared with corrections staff as required.
- 1.04 An alcohol and drug assessment includes an evaluation of the patient's history, current status, treatment needs, risk of relapse, and other needs that may arise. Whenever possible, the addictions counsellor seeks to obtain previous records pertaining to the patient's history of addictions.
- 1.05 Alcohol and drug assessments focus on obtaining information needed to make decisions about interventions and treatment services. Alcohol and drug treatment focuses on restoring the patient's health and assisting the patient to access services upon release to the community. When possible, the services of a community addictions program or worker are enlisted to arrange post-release community services.

Addiction services continuum

- 2.01 The following levels of care are provided:
 - (a) Crisis intervention; and detox management
 - (b) Mental health screening and referrals;
 - (c) Alcohol and drug assessment
 - (d) Addictions treatment, including group counselling
 - (e) Referrals to suitable community resources for release planning
 - (f) Integrated case management

Management of addiction services

- 3.01 Certified alcohol and drug counsellors are responsible for providing addictions services to inmates.
- 3.02 Administration of alcohol and drug services is the responsibility of the warden.
- 3.03 The director, Mental Health Services, and/or the medical director, Corrections Branch, will provide clinical leadership for addiction services.

Addiction services provided

- 4.01 Alcohol and drug services provided include:
 - (a) Intake screening;
 - (b) Monitoring/screening of inmates;
 - (c) Diagnostic assessment when indicated;
 - (d) Alcohol and drug treatment; and
 - (e) Planning for post-release alcohol and drug treatment and/or services

4.02 Mental health intake screening

- (a) New admissions: A mental health intake screener interviews all inmates within 24 hours of admission. The Mental Health Screening form is completed in the Primary Assessment and Care (PAC) inmate health information system and referrals are made to health care, mental health, and addictions professionals. Urgent information is promptly shared with corrections staff.
- (b) Transfers:
 - i. When an inmate is transferred within the provincial correctional system, a review of the health care record is completed, including the Initial Health Assessment form, Mental Health Screening form, and significant changes in health or mental health status.
 - ii. Prior to transfer, a notation is made in the Primary Assessment and Care (PAC) inmate health information system, and includes current health and mental health status, and addictions treatment plan.
 - iii. The receiving centre reviews the health care record within 24 hours of admission, documents the review in PAC, and ensures that arrangements are made to continue the patient's treatment plan and address any outstanding assessment or treatment needs.
 - iv. For patients with alcohol and drug service needs, a referral is made to the addictions counsellor to ensure that arrangements are made to continue the patient's alcohol and drug treatment plan.

4.03 Ongoing monitoring/screening of inmates:

When an inmate has an alcohol or drug related disorder, their status must be monitored by an addiction professional to ensure that proper care is administered. Inmates may be referred for subsequent assessment.

4.04 Diagnostic assessments:

Assessments are conducted on offenders who are identified as likely having an alcohol or drug dependency following the screening and monitoring process. When an assessment is indicated, a qualified practitioner must conduct the assessment.

4.05 Addictions treatment

Once an inmate is assessed with an alcohol or drug related dependency that requires intervention and/or treatment, a referral is made to the alcohol and drug counsellor and, if necessary, the psychologist. If available, the patient is referred to an appropriate treatment program within the correctional centre or within the Adult Custody Division.

4.06 Planning for post-release addiction services

Staff plan for post-release alcohol and drug services for patients who receive treatment for an alcohol or drug related illness.



Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch (the "Province") and Sentry Correctional Health Services Inc. (the "Contractor") respecting Contract #SGCORR1215AFB65571 (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the

Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an authorized disclosure of personal information has occurred in response to a foreign demand for disclosure

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Consolidated
Health Services Agreement**

Between

**Her Majesty The Queen In Right Of The
Province Of British Columbia represented by
the Assistant Deputy Minister of Corrections, Ministry of
Public Safety and Solicitor General**

And

**Calibre Health Services Inc.
Suite 407, 110 – 174 Wilson Street
Victoria, BC V9A 7N7**

Dated as of April 1, 2007

TABLE OF CONTENTS

HEALTH SERVICES AGREEMENT	3
DEFINITIONS	3
REPRESENTATIONS AND WARRANTIES	6
APPOINTMENT AND TERM.....	7
CERTIFICATIONS AND QUALIFICATIONS.....	7
GENERAL STANDARDS OF PERFORMANCE	9
PAYMENT	9
GST CERTIFICATION.....	9
ENVIRONMENTAL PRACTICES	9
RECORDS AND REPORTS	9
INDEPENDENT CONTRACTOR.....	10
OPERATIONAL PROTOCOL.....	11
INSURANCE AND INDEMNITY	11
OWNERSHIP	13
ASSIGNMENT AND SUBCONTRACTING.....	13
CONFIDENTIALITY	14
CONFLICT OF INTEREST.....	14
DEFAULT AND TERMINATION	14
NOTICES.....	15
NON-WAIVER	15
APPROPRIATION.....	15
PROVINCIAL SERVICES.....	16
CRIMINAL RECORDS REVIEW ACT.....	17
INTERPRETATION	17
SCHEDULE OF SERVICES	20
SCHEDULE OF STANDARDS.....	35
SCHEDULE OF LICENSES	36
SCHEDULE OF TRAINING.....	38
SCHEDULE OF PAYMENTS.....	39
PRIVACY PROTECTION SCHEDULE	47
APPENDIX 1: HOURS OF SERVICE.....	52
APPENDIX 2: PSYCHOLOGICAL TESTS.....	54
APPENDIX 3: GROUP 1 RATES.....	57
APPENDIX 4: INVOICE/HOURS OF SERVICE STATEMENT SCHEDULE	60
APPENDIX 5: SESSIONAL BILLING FORM SUBMISSION SCHEDULE.....	62

**CORRECTIONS BRANCH
HEALTH SERVICES AGREEMENT**

THIS AGREEMENT made in duplicate as of 1st day of April, 2007.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA represented by the Assistant Deputy Minister of
Corrections, Ministry of Public Safety and Solicitor General

(herein called the "Province")

OF THE FIRST PART

AND:

Calibre Health Services Inc. (Inc. # 0661205)
Suite 407, 110-174 Wilson St.
Victoria, BC V9A 7N7

(herein called the "Contractor")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Correctional Centre" means a correctional centre under the Correction Act;
- (d) "Contract Manager" means the Corrections Branch representative, designated by the Assistant Deputy Minister, who is responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;

- (e) "CORNET" means the electronic information system used by the Corrections Branch to manage inmate data;
- (f) "Correction Act" means the *Correction Act*, SBC2004, c. 46 s. 34;
- (g) "Correction Act Regulation" means the *Correction Act Regulation* B.C. Reg. 58/2005
- (h) "Criminal Records Review Act" or "CRRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (i) "Drug Formulary" means the BC Corrections Branch Drug Formulary which is a list of medications classified by general names for use in BC Correctional Centres as amended from time to time by the Province;
- (j) "Facilities" means the premises, if any, described in the Schedule of Licenses attached hereto;
- (k) "Financial Administration Act" means the *Financial Administration Act*, RSBC 1996, c.138;
- (l) "Fiscal Year" means each twelve month period that commences on and includes April 1 of one calendar year and ends on and includes March 31 on the following calendar year.
- (m) "Health Care Facility" means the area or areas within each Correctional Centre designated by the Warden for the Contractor's use in providing the Services;
- (n) "Health Care Personnel" means all professional and other workers engaged or retained by the Contractor to provide any of the Services for or on it's behalf;
- (o) "Health Care Services Manual" means the Corrections Branch Health Care Services manual;
- (p) "Health Care Record User's Manual" means the Corrections Branch Health Care Records forms used in all Correctional Centre's;
- (q) "Inmate" has the same meaning as in the *Corrections Act*;
- (r) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the Schedule of Licenses attached hereto;
- (s) "Manual" means the Correctional Centre's Manual of Operations;

- (t) "Material" means all findings, data, reports, documents, records and material whether complete or otherwise that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province or the Assistant Deputy Minister to, the Contractor as a result of this Agreement;
- (u) "Medical Services Consultant", means that person designated from time to time by the Assistant Deputy Minister to provide clinical supervision of health services;
- (v) "Mental Health Services Consultant", means that person designated from time to time by the Assistant Deputy Minister to provide clinical supervision of mental health services;
- (w) "Necessary Government Approvals" means the issuance by a government (including the Province) or municipality or any department, branch or agency thereof of all permits, licenses or approvals required for the Contractor to perform the Services and to use and operate all equipment, premises and facilities, if any, to be utilized by the Contractor in connection therewith;
- (x) "Northern Recruitment Incentive" means the incentive created by Corrections to improve physician recruitment and retention to Prince George Regional Correctional Centre (PGRCC);
- (y) "PAC" means the British Columbia Public Health Information System maintained by the Provincial Health Services Authority;
- (z) "Provincial Director" means the Provincial Director of the Corrections Branch Adult Custody Division designated by the Assistant Deputy Minister;
- (aa) "Pharmacy and Therapeutics Committee Protocols" means the protocols for prescribing prescriptions as detailed in the "Quantity Substitution Procedure", "Prescription Interpretation Protocol" and the "Automatic Substitution Procedure" and other protocols, all as established by the Branch and as amended from time to time;
- (bb) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Facilities and includes any amendments thereto;
- (cc) "Services" means the services described in the Schedule of Services attached hereto;
- (dd) "Session" means a period of 3.5 hours during which physician, psychological or dental services are provided;

- (ee) "Standards" means those standards established or adopted by the Assistant Deputy Minister and detailed in the Schedule of Standards attached hereto and includes any amendments thereto;
- (ff) "Term" means the period referred to in paragraph 3.02 of this Agreement;
- (gg) "Treasury Board" means the board continued under the Financial Administration Act;
- (hh) "Warden" means with respect to each Correctional Centre, the warden of the facility;
- (ii) "Workers Compensation Act" means the *Workers Compensation Act*, RSBC 1996, c492.

REPRESENTATIONS AND WARRANTIES

2.01 The Contractor represents and warrants to the Province that:

- (a) all information, statements and documents submitted to the Province in connections with this Agreement are true and correct;
- (b) all necessary government approvals have been obtained;
- (c) the Contractor is duly registered as an employer under the Workers Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act;
- (d) the Contractor has inspected the Health Care Facility and the Inventory and is satisfied that they are suitable for the provision of the Services; and
- (e) the Contractor has received and read the Standards as well as any additional documents referred to in the Schedule of Standards.

2.02 All representations and warranties made herein and all information, certificates or other documents provided by the Contractor are Material and shall be deemed to have been relied upon by the Province, and they shall survive the execution and delivery of this Agreement and continue in full force and effect so long as this Agreement remains in force.

2.03 The Contractor will, upon request from the Assistant Deputy Minister from time to time, provide evidence satisfactory to the Assistant Deputy Minister that the representations and warranties set forth in paragraph 2.01 are true and correct.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the Services, subject to and in accordance with the provisions of this Agreement, during the period commencing on April 1, 2007 and ending on March 31, 2010.
- 3.03 The Contractor will ensure the training referred to in the Schedule of Training is provided in accordance with the Schedule.

CERTIFICATIONS AND QUALIFICATIONS

- 4.01 Where any of the Services are required under any Schedule attached hereto or by any law or governing body having jurisdiction with respect to the same to be provided by:

- (a) a duly qualified, certified or licensed practitioner or professional; or
- (b) a person with a certain qualification or level of training, competence or experience;

the Contractor will cause and permit only those persons to perform those Services who meet the requirements of paragraph (a) or (b) above.

- 4.02 Without limiting the generality of paragraph 4.01, the following types of Health Care Personnel must have and maintain the following respective qualifications:

- (a) General Practitioner's services will be provided by physicians who are members, in good standing, of the British Columbia College of Physicians and Surgeons; who maintain professional malpractice insurance in an amount acceptable to the Assistant Deputy Minister or are members in good standing of the Canada Medical Protective Association and registered in a classification appropriate to the nature of the physician's practice; who are duly licensed to practice medicine in British Columbia;
- (b) Dental Services will be provided by dentists who are members, in good standing of the College of Dental Surgeons of British Columbia, who maintain professional malpractice insurance in an amount acceptable to the Assistant Deputy Minister, and who are duly licensed to practice dentistry in British Columbia; and where the Services require treatment to be provided with the assistance of a Certified Dental Assistant/Uncertified Dental Assistant then the Contractor will ensure that the Certified Dental Assistant is fully certified and qualified in British Columbia and/or the Uncertified Dental Assistant is qualified to perform the required duties in British Columbia;

- (c) Psychiatric Services will be provided by psychiatrists who are members, in good standing of the College of Physicians and Surgeons of British Columbia; who maintain professional malpractice insurance in an amount acceptable to the Assistant Deputy Minister or are members in good standing of the Canada Medical Protective Association; and who are duly licensed to practice psychiatry in British Columbia;
 - (d) Nursing Services will be provided by nurses who are members, in good standing of the Registered Nurses Association of British Columbia, or the College of Registered Psychiatric Nurses of British Columbia or the College of Licensed Practical Nurses of British Columbia and hold or obtain, by a date specified by the Assistant Deputy Minister, a valid and subsisting Occupational First Aid Certificate; who maintain professional malpractice insurance in an amount acceptable to the Assistant Deputy Minister; and who are duly licensed to practice nursing in British Columbia
 - (e) Psychological Services will be provided by psychologists who are members, in good standing of the British Columbia Psychological Association, who maintain professional malpractice insurance in an amount acceptable to the Assistant Deputy Minister; who are duly licensed to practice psychology in British Columbia; and
 - (f) All other health services will be provided by individuals, institutions, or enterprises having membership, in good standing in appropriate professional colleges and/or associations recognized in British Columbia; having and maintaining professional malpractice and other insurance coverage's in an amount acceptable to the Assistant Deputy Minister; are duly licensed to practice and/or provide health related services in British Columbia.
- 4.03 The Contractor will, upon request from the Assistant Deputy Minister, from time to time, provide evidence satisfactory to the Assistant Deputy Minister that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing.
- 4.04 Where the Assistant Deputy Minister, in his sole and absolute discretion, determines that security clearance is required in connection with the Services, the Contractor will not cause or permit any person to provide any of the Services who has not received the security clearance of the Assistant Deputy Minister and the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance. The Province will reimburse the Contractor in respect to all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 5.01 The Contractor will provide the Services to the reasonable satisfaction of the Assistant Deputy Minister and in providing the Services the Contractor will:
- (a) observe, perform and comply with the Standards, Security Procedures and those provisions of the Statutes referred to in the Schedule of Standards that apply to or have been designated by the Assistant Deputy Minister to apply to all or any part of the Services, or the Facilities; and
 - (b) unless otherwise provided in any of the Schedules attached hereto, report to the Warden of the Correctional Centre, any breaches or potential breaches of Security Procedures by any person or any information regarding the same forthwith upon the Contractor becoming aware of the same.

PAYMENT

- 6.01 The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, in the manner, at the times and subject to the terms and conditions set out in the Schedule of Payments attached hereto and the Contractor will accept the same as full payment and reimbursement as aforesaid.

GST CERTIFICATION

- 7.01 The Province certifies that the property and or services ordered and purchased under this Agreement are for the use of, and are being purchased by, the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

ENVIRONMENTAL PRACTICES

- 8.01 The Contractor shall take all reasonable steps to operate and provide the Services in an environmentally sensitive and safe manner including:
- (a) reusing or recycling waste products which it uses or produces in providing the Services; and
 - (b) wherever possible, using products which are environmentally safe.

RECORDS AND REPORTS

- 9.01 In connection with the provision of the Services the Contractor will, unless otherwise specified in any of the Schedules attached hereto:
- (a) keep records of all dates and hours of service provided;

- (b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same; and
- (c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees.

The Assistant Deputy Minister will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying or auditing the same.

- 9.02 In addition to any information or reports required pursuant to any of the Schedules attached hereto, upon request, the Contractor will:
- (a) fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;
 - (b) permit the Province at all reasonable times to inspect and examine any premises and equipment (including the inventory and facilities, if any) used by the Contractor for the Services and to review and copy any and all Material; and
 - (c) cooperate fully with the Province, in evaluating and assessing the efficiency, quality and delivery of Services.

INDEPENDENT CONTRACTOR

- 10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province, the Assistant Deputy Minister or the Branch.
- 10.02 Unless provided by the Province pursuant to the Agreement, the Contractor will supply all materials, labour, equipment and supplies necessary to perform the Services.
- 10.03 Unless specifically authorized in writing by the Contract Manager or a Warden of a Correctional Centre the Contractor will not in any manner whatsoever commit or permit its Health Care Personnel to commit the Province or the Assistant Deputy Minister to the payment of any money to any person, firm or corporation.
- 10.04 All Health Care Personnel engaged by the Contractor for the purposes of this Agreement will, throughout the Term, be the responsibility of the Contractor and not of the Province or the Assistant Deputy Minister and without limiting the generality of the foregoing, the Contractor will:

- (a) ensure that all Health Care Personnel observe, perform and comply with every provision of this Agreement that is applicable to any of the Services for which they are engaged by the Contractor;
- (b) be solely responsible for the supervision and discipline of its Health Care Personnel and the payment of all remuneration to its Health Care Personnel;
- (c) where the Contractor or its employees are required to be registered under the Workers Compensation Act, obtain and maintain such registration as is required under that Act; and
- (d) pay any taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, workers compensation assessments and other assessments of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any said government by virtue of the relationship existing between the Contractor and its personnel.

OPERATIONAL PROTOCOL

- 11.01 The Province and the Contractor agree that the parties may enter into Operational Protocols, not inconsistent with this Agreement, with respect to administrative and operational matters arising during the Term of the Agreement as necessary for the implementation of this Agreement, provided that all Operational Protocols shall be in writing and copies are provided to the Assistant Deputy Minister.

INSURANCE AND INDEMNITY

- 12.01 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
- 12.02 Commercial General Liability in an amount not less than \$2,000,000, inclusive per occurrence against bodily injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to:
- (a) Products and Completed Operations Liability;
 - (b) Owner's and Contractor's Protective Liability;
 - (c) Blanket Written Contractual Liability;
 - (d) Contingent Employer's Liability;
 - (e) Personal Injury Liability;
 - (f) Non-Owned Automobile Liability;
 - (g) Cross Liability;
 - (h) Employees as additional Insured;
 - (i) Broad Form Property Damage; and

- (j) If applicable, Tenants' Legal Liability in an amount to cover a loss to premises of the Province occupied by the Contractor.
- 12.03 Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, and if used for government business, in an amount not less than \$2,000,000.
- 12.04 Professional Liability, where applicable, in an amount not less than \$2,000,000, insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
- 12.05 The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
- 12.06 The Contractor shall provide the Province with evidence of all required insurance prior to the commencement of the work or Services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the Insurance Broker. When requested by the Province, the Contractor shall provide certified copies of required policies.
- 12.07 All required insurance shall be endorsed to provide the province with 30 days advance written notice of cancellation or material change.
- 12.08 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 12.09 The Contractor will comply with the Workers Compensation Act legislation for the Province of British Columbia.
- 12.10 The Contractor will indemnify and save harmless the Province and the Assistant Deputy Minister, their employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reasons of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.
- 12.11 The Contractor shall not be relieved from any of its obligations under this Agreement by reason of any labour dispute which may directly or indirectly involve or affect the Contractor, the Province or the Branch and, if necessary the Contractor will use its managerial and supervisory staff to ensure the Services are maintained without interruption.

OWNERSHIP

13.01 The Material produced, received or acquired by, or provided by the Province to the Contractor as a result of this Agreement and any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement will:

- (a) be the exclusive property of the Province; and
- (b) forthwith be delivered by the Contractor to the Assistant Deputy Minister on the Assistant Deputy Minister giving written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon or after the expiration or sooner termination of this Agreement, unless otherwise provided in any of the Schedules attached hereto.

13.02 The copyright in the Material will belong exclusively to the Province.

ASSIGNMENT AND SUBCONTRACTING

14.01 Subject to 14.03 the Contractor, will not without the prior written consent of the Assistant Deputy Minister:

- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
- (b) subcontract any obligation of the Contractor under this Agreement.

14.02 No subcontract, including any contract for services of Health Care Personnel, entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

14.03 The Contractor may subcontract professional services related to General Practitioner Services, Dental Services, and Psychological Services.

CONFIDENTIALITY

- 15.01 The Contractor will treat as confidential and will not, without the prior written consent of the Assistant Deputy Minister, publish, release or disclose or permit to be published, released or disclosed before, upon or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary for the Contractor to fulfill its obligations under this Agreement or is required by any person lawfully entitled thereto pursuant to any applicable law of the Province or Canada.
- 15.02 The Contractor will comply with all of the provisions of the attached Privacy Protection schedule as well as all directions given by the Province under the Privacy Protection Schedule.

CONFLICT OF INTEREST

- 16.01 During the Term, the Contractor will not permit its Health Care Personnel to perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Assistant Deputy Minister, give rise to a conflict of interest.

DEFAULT AND TERMINATION

- 17.01 The Province may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination to the Contractor.
- 17.02 If the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Assistant Deputy Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 18.01.
- 17.03 If this Agreement is terminated pursuant to paragraph 18.01 or 18.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for Services provided to the date the said termination takes effect.

NOTICES

- 18.01 Any notice, consent, waiver, report, other document or payment and all or any of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the fifth business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Contractor, at the address set forth on the first page of this Agreement and, if to the Province or the Assistant Deputy Minister or an authorized representative, at the following address:

Corrections Branch
Ministry of Public Safety and Solicitor General
PO Box 9278 STN PROV GOVT
Victoria BC V8W 9J7

- 18.02 Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

NON-WAIVER

- 19.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Assistant Deputy Minister.
- 19.02 The written waiver by the Assistant Deputy Minister of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

APPROPRIATION

- 20.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board not having controlled or limited, pursuant to the Financial Administration Act, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

PROVINCIAL SERVICES

21.01 The Province will:

- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures, if any, that are applicable to the Services;
- (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
- (c) where not otherwise provided for in any Schedule attached hereto and subject to available staff and resources of the Branch, assign a Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
- (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services and instruct the Contractor regarding all applicable security precautions and procedures and any amendments to the same and through such arrangements as may be made by the Warden of each Correctional Centre, assist in the implementation of the same within the Health Care Facility

21.02 The Province will, at its expense:

- (a) provide all information technology systems and related equipment required for the development and operation of a health information system. Equipment required for remote access to a Health Information System will not be provided unless approved by the Assistant Deputy Minister;
- (b) provide all manual health record materials and supplies;
- (c) provide all prescription and non-prescription drugs and supplies required for the treatment of inmates.

21.03 In the event that any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory then any such license shall be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

21.04 The Province will bear the cost of the orientation, security, Occupational First Aid 2 and PAC training in accordance with the Schedule of Training.

CRIMINAL RECORDS REVIEW ACT

- 22.01 The Contractor must demonstrate to the Contract Manager that they have complied with the requirements of the CRRA for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 22.02 The Contractor must inform employees about the requirements of the Act if those individuals are employed in, or are applicants for employment, a job that involves working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.
- 22.03 The Contractor must ensure that an employee does not work with children until the individual has submitted a signed criminal record check Authorization Form to the Contractor.
- 22.04 The Contractor must ensure that an individual who is an applicant for new employment and who is determined to be a risk to children by the Adjudicator of the Act is not hired for a job that involves working with children.
- 22.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the Act does not work with children. This may mean the employee is terminated, given leave, or offered other options that ensure that the employee does not work with children.

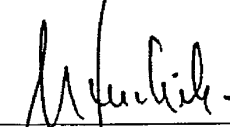
INTERPRETATION

- 23.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 23.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 23.03 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provisions in the body of this Agreement will prevail.
- 23.04 If any question arises regarding the applicability or interpretation of the Standards or Security Procedures, if any, that pertain to the Services, then the matter will be referred to the Assistant Deputy Minister for determination and his determination will be final.

- 23.05 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 23.06 In this Agreement wherever the singular or neuter is used it will be construed as if the plural, feminine or masculine, as the case may be, had been used where the context or the parties hereto so require.
- 23.07 This Agreement contains the entire agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained herein or specifically preserved under the terms of the Agreement.
- 23.08 This Agreement may be amended in writing but no such amendment will have any force or effect unless and until it is signed by both parties.
- 23.09 Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of or amendment of that act.
- 23.10 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by the Contractor.
- 23.11 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

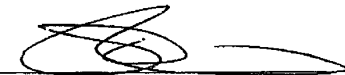
Signed on behalf of Her Majesty)
the Queen in right of the Province)
of British Columbia by the Assistant)
Deputy Minister of Corrections)
or a duly authorized representative)
of the Assistant Deputy Minister)
of Corrections)

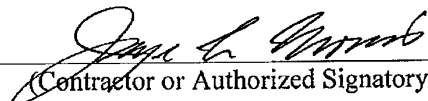

(Witness)


(For the) Assistant Deputy Minister

Date: July 27, 07

SIGNED AND DELIVERED by or)
on behalf of the Contractor (or by its)
Authorized Signatory or Signatories)
if the Contractor is a corporation) in)
the presence of:)


(Witness)


(Contractor or Authorized Signatory)

JOYE MORRIS, PRESIDENT
(Print name and title)

Date: July 26, 2007

SCHEDULE OF SERVICES

With respect to each Correctional Centre referred to in Appendix 1 the Contractor will provide the services as set out in this Schedule.

SERVICES

- 0.01 The Contractor shall use all reasonable commercial efforts to provide services at or below the rates set out in the Schedule of Payments appended to this contract.
- 0.02 If the Contractor considers that in spite of making such efforts as set out in Paragraph 0.01, it is unable to provide a particular subcategory of service as required by this contract either at or below the rate set out in the Schedule of Payments appended to this contract, the Contractor may present Corrections Branch with evidence of such efforts, and request that Corrections Branch increase the particular rate accordingly.
- 0.03 If, after receiving a request and accompanying evidence from the Contractor in accordance with Paragraph 0.02, Corrections Branch considers it is unable to assess whether the Contractor has made reasonable efforts as set out in Paragraph 0.01, Corrections Branch may request the Contractor to provide additional or more detailed evidence of the Contractor's efforts in respect of Paragraph 0.01 and the Contractor shall not unreasonably refuse to comply with Corrections Branch's request.
- 0.04 Corrections Branch shall as soon as reasonably practicable consider the request from the Contractor and any evidence received from the Contractor in accordance with Paragraphs 0.02 and 0.03, above, as well as any other evidence it considers relevant and shall not unreasonably refuse to amend the applicable rate included in the Schedule of Payments appended to this contract.
- 0.05 For clarification, where any amendment to the rates included in the Schedule of Payments appended to this contract is made in accordance with Paragraphs 0.01 to 0.04, the Corrections Branch may, at its sole discretion, make corresponding changes to either the applicable maximum annual or aggregate totals payable to the Contractor as referenced in paragraphs 1.03, 2.01(h), 2.02(b), 2.03, 3.02, 4.01 and 5.01 of the Schedule of Payments appended to this contract, or the level of services to be provided by the Contractor, or both, in order to accommodate its need to revise the balance between the level of services provided by the Contractor and the cost of providing that service.

NURSING SERVICES

- 1.01 The Contractor will provide nursing services, as required, by duly licensed and qualified nurses acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.
- 1.02 Each Nurse will perform and be responsible for general nursing services and duties including without limitation, the following:
- (a) Intake screening, which consists of a preliminary basic health assessment in accordance with form HS0002 of the health record;
 - (b) Ambulatory care, which consists of providing and/or coordinating the provision of out patient services in the Correctional Centre and the satellite facilities (under the Physician's direction) and includes:
 - (i) screening requests for health care;
 - (ii) examining, diagnosing and treating inmates where appropriate;
 - (iii) scheduling the inmates' visits to the health care clinic and carrying out the Physician's instructions after the inmates visit (prescriptions, test, referrals);
 - (iv) coordinating the visits of specialists; and
 - (v) providing emergency first aid when on duty.
 - (c) Coordination services which include:
 - (i) arranging the appointments for radiology services at the appropriate facilities;
 - (ii) coordinating the requests for diagnostic procedure (Make appointments, arrange for escorts by security personnel); and
 - (iii) coordinating the arrangements for testing and filing the results.
 - (d) In-patient care, which consists of the usual nursing duties (treatment, dressing changes, medication administration and the taking of vital signs) and includes ensuring that inmates receive special diets as prescribed;
 - (e) Medication services, which consists of:

- (g) Escort services that consist of notifying security staff and arranging escorts for the inmates.

OCCUPATIONAL FIRST AID

- 2.01 The Contractor will deliver Occupational First Aid (OFA) services to staff at the Correctional Centres, other than Ford Mountain Correctional Centre (FMCC), in accordance with all Workers' Compensation Board regulations. OFA services at FMCC will be provided whenever possible in consultation with the Warden.

GENERAL PRACTITIONER SERVICES

- 3.01 The Contractor will provide general practitioner services, as required, by duly licensed and qualified general practitioners acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.

The Contractor will coordinate the delivery of the Northern Recruitment Incentive (NRI), a Corrections Branch initiative that will provide resources to the Contractor to build and maintain local medical services capacity in Prince George for the Prince George Correctional Centre (PGRCC). The NRI will be used as follows:

- (a) to recruit service delivery resources within the Prince George medical community;
 - (b) to broaden the base of healthcare resources available to PGRCC; and
 - (c) to develop a succession plan to ensure adequate physician services in the future.
- 3.02 Each Physician will perform and be responsible for the following services and duties:
 - (a) conduct a health assessment of each inmate referred by the nursing staff;
 - (b) examine, diagnose and treat sick or injured inmates, including inmates in the segregation unit of the Correctional Centre;
 - (c) maintain and review individual inmate health records and enter relevant information concerning examinations, diagnosis and treatment;
 - (d) examine inmates with dental complaints where dental services are not immediately available, administer medication or other relief, as may be necessary and ensure that such arrangements, as may be necessary, for the proper dental care of those inmates are made by the Correctional Centre;

- (e) when the physician is on site provide emergency examinations, diagnosis and treatment to the staff of the Correctional Centre who are injured in the performance of their duties, otherwise injured staff are to report to the local community hospital facility for emergency treatment;
- (f) make such arrangements, requests or referrals as may be required regarding the examination, diagnosis, or treatment of inmates by specialists, consulting physicians and surgeons;
- (g) assist specialists and consulting physicians and surgeons attending to inmate patients in hospitals outside the Correctional Centre;
- (h) make arrangements for the services of hospitals or other medical facilities when the facilities of the Correctional Centre are inadequate for necessary examination, diagnosis or treatment of an inmate;
- (i) ensure compliance with the policies contained in the Health Care Services Manual;
- (j) consult with and provide advice to the Medical Services Consultant, Mental Health Services Consultant and the Warden from time to time regarding the provision of health services to the inmates;
- (k) provide advice and assistance to the Medical Services Consultant and Warden regarding:
 - (i) the establishment and maintenance of preventative medicine programs to curtail the spread of communicable diseases, eliminate hazardous working conditions and to ensure sanitary food processing, handling and disposal;
 - (ii) changes to the health centre; and
 - (iii) the drafting or amendment of standards, policies and procedures related to the delivery of health services.
- (l) provide on-call phone consultation as required, in accordance with written protocols for each Correctional Centre, established by the Contractor and the Contract Manager;
- (m) in accordance with written protocols for each Correctional Centre established by the Contractor and the Contract Manager, provide emergency care for inmates on a call-back basis as required at the request of Health Care Personnel or security staff when Health Care Personnel are not on duty; and

- (n) be responsible for hepatitis B and influenza immunizations to staff and inmates as per Corrections Branch policy.
- 3.03 When the Physician prescribes medication as part of the treatment of a patient under this Agreement, the Physician shall prescribe the medication using the generic classification from the Drug Formulary.
- 3.04 The Physician may order medication not listed in the Drug Formulary only when, in the Physician's opinion, there is a compelling reason to do so and there is no acceptable alternative in the Drug Formulary.
- 3.05 When "non-formulary" medications are prescribed, the Physician will follow the procedure for completing the "Non-formulary Medication Prescription Order" (HS012B).
- 3.06 The Physician may forward, in writing, to the Pharmacy and Therapeutics Committee, suggestions for additions to or deletions from the Drug Formulary.
- 3.07 The Physician shall not be bound to prescribe medication from the Drug Formulary until the Province provides the Contractor with a copy of the Drug Formulary indicating that it is the volume being referenced in this Agreement, and the date on which the Physician shall commence prescribing from the Drug Formulary.
- 3.08 In addition to paragraphs 3.03, 3.04 and 3.05 of this Schedule, the Physician will be acquainted and aware of the protocols for prescribing prescriptions as detailed by the Pharmacy & Therapeutics Committee Protocols, namely, "Quantity Substitution Procedure", "Prescription Interpretation Protocol" and "Automatic Substitution Procedure". It must be clear that unless the Contractor writes "No substitution" on the prescription, substitutions will be made automatically according to the "Automatic Substitution Procedure".
- 3.09 The protocols will be amended from time to time and will be forwarded to each physician, nurse and pharmacy by the Medical Services Consultant.
- 3.10 The Contractor shall ensure the physician has authorization from the College of Physicians and Surgeons of British Columbia to prescribe methadone.
- 3.11 The Contractor will coordinate the delivery of the Northern Recruitment Incentive.

DENTAL SERVICES

- 4.01 The Contractor will provide the professional dental services, as required, by duly licensed and qualified dentists acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1 and 4.02.
- 4.02 Dental Services will be provided to Prince George Regional Correctional Centre (PGRCC) as required on a schedule agreed to by the Assistant Deputy Minister and the Contractor.
- 4.03 Each Dentist will perform and be responsible for the following services and duties:
- (a) examine, diagnose and treat inmates who are presented with symptoms suggesting dental disease;
 - (b) maintain and review individual inmate dental records and enter relevant information concerning examinations, diagnosis and treatment;
 - (c) make such arrangements, requests or referrals as may be required regarding the examination, diagnosis, or treatment of inmates by dental specialists;
 - (d) make arrangements for the services of hospitals or other health facilities when the facilities of the Correctional Centre are inadequate for necessary examination, diagnosis or treatment of an inmate with dental disease;
 - (e) consult with and provide advice to the Medical Services Consultant from time to time regarding the provision of dental services to the inmates;
 - (f) provide advice and assistance to the Medical Services Consultant regarding the drafting and/or amendment of policies, procedures and standards of dental care services;
 - (g) maintain, review or prepare such records and reports as required by the Assistant Deputy Minister;
 - (h) when the Dentist prescribes medication as part of the treatment of a patient under this Agreement, the Dentist shall prescribe the medication using the generic classification from the Drug Formulary, the Dentist will advise the Correctional Centre's Health Care Personnel as to dosage and usage of prescribed drugs for dental conditions;

- (i) ensure that the Correctional Centre's Health Care Personnel obtains and maintains adequate medical and dental supplies for the operation of the clinics, and adequate maintenance of dentistry equipment is performed on a regular basis;
- (j) when in the Dentist's opinion it is injurious to the health of a sentenced inmate to continue without dentures, make the necessary diagnosis, impressions and arrangements to supply the dentures at the inmates expense or, in consultation with the Warden, at the expense of the Province depending upon the recipient's ability to pay;
- (k) provide the necessary arrangements for denture repair, if and when required. Repairs will be at the inmates expense or, in consultation with the Warden, at the expense of the Province depending upon the recipient's ability to pay;
- (l) consult with the Warden with respect to dental lab technician fees for approved replacement or repair of dentures;
- (m) ensure that bridges, gold fillings, extensive oral surgery, braces, caps, orthodontist, and corrective surgery procedures are not administered to any inmate without the express permission of the Warden; and
- (n) consult with, and provide advice to, Health Care Personnel on dental care and hygiene, and also provide information to the Warden or his delegate with respect to Inmates experiencing difficult and/or unusual dental problems.

PSYCHIATRIC SERVICES

- 5.01 The Contractor will make reasonable efforts to obtain the services of duly licensed and qualified psychiatrists acceptable to the Assistant Deputy Minister, the Medical Services Consultant, the Mental Health Services Consultant and the Warden of each Correctional Centre for the provision of psychiatric services identified in Appendix 1 at each Correctional Centre. The Contractor will be responsible to facilitate this service and liaise with the psychiatrists with respect to referrals, appointments, consultations and reports.
- 5.02 Each Psychiatrist will perform and be responsible for the following psychiatrist services and duties:
 - (a) provide inmate psychiatric assessments on request;
 - (b) assess, diagnose and treat inmates who demonstrate or are thought to demonstrate psychological or psychiatric disorder(s);

- (c) maintain and review individual inmate health records and enter relevant information concerning assessments, diagnosis and treatment;
 - (d) make arrangements for the services of hospitals or other medical facilities when the facilities of the Correctional Centre are inadequate for necessary assessment, diagnosis or treatment of an inmate;
 - (e) maintain, review or prepare such records and reports as, from time to time, may be required by the Assistant Deputy Minister;
 - (f) provide emergency psychiatric support services to the staff of the Correctional Centre; and
 - (g) make arrangements, requests or referrals as may be required regarding the assessment, diagnosis or treatment of inmates by specialists.
- 5.03 Subject to paragraphs 5.04, and 5.05, when the Psychiatrist prescribes medication as part of the treatment of a client, the Psychiatrist shall prescribe the medication using the generic classification from the Drug Formulary.
- 5.04 The Psychiatrist may order medication not listed in the Drug Formulary only when, in the Psychiatrist's opinion, there is a compelling reason to do so and there is no acceptable alternative in the Drug Formulary.
- 5.05 When "non-formulary" medications are prescribed pursuant to paragraph 5.04 of this Schedule, the Psychiatrist will follow the procedure for completing the "Non-formulary Medication Prescription Order" (HS012B).
- 5.06 The Psychiatrist may forward, in writing, to the Pharmacy and Therapeutics Committee, suggestions for additions to or deletions from the Drug Formulary.
- 5.07 The Psychiatrist shall not be bound to prescribe medication from the Drug Formulary until the Province provides the Contractor with a copy of the Drug Formulary indicating that it is the volume being referenced in this Agreement, and the date on which the Psychiatrist shall commence prescribing from the Drug Formulary.
- 5.08 In addition to paragraphs 5.03, 5.04 and 5.05, the Psychiatrist will be acquainted and aware of the protocols for prescribing prescriptions, namely, "Quantity Substitution Procedure", "Prescription Interpretation Protocol" and "Automatic Substitution Procedure". It must be clear that unless the Contractor writes "No substitution" on the prescription, substitutions will be made automatically according to the "Automatic Substitution Procedure".
- 5.09 The protocols will be amended from time to time and will be forwarded to each psychiatrist, nurse and pharmacy by the Medical Services Consultant.

- 5.10 If a Psychiatrist becomes aware of any matter or information which may pose or suggest an actual or potential risk or danger to the Correctional Centre, or an actual or apprehended risk or danger to staff or inmates at the Correctional Centre, then the Psychiatrist and the Contractor will forthwith notify the Warden of the Correctional Centre of any such matter of information.

PSYCHOLOGICAL SERVICES

- 6.01 The Contractor will provide psychological services, as required, by duly licensed and qualified psychologists acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.
- 6.02 The Psychologist will perform and be responsible for the following psychological services and duties:
- (a) provide inmate psychological assessments on request;
 - (b) assess, diagnose and treat inmates who demonstrate or are thought to demonstrate psychological disorders(s);
 - (c) maintain and review individual inmate records and enter relevant information concerning assessments, diagnosis and treatment as applicable;
 - (d) make arrangements for the services of hospitals or other medical facilities when the facilities of the Correctional Centre are inadequate for necessary assessment, diagnosis or treatment of an inmate;
 - (e) maintain, review or prepare such records and reports as, from time to time, may be required by the Assistant Deputy Minister;
 - (f) provide clinical supervision of the unit designated for Inmates with mental health disorders(s);
 - (g) provide emergency psychological support services to the staff of the location; and
 - (h) make such arrangements, requests or referrals as may be required regarding the examination, diagnosis or treatment of clients by specialists as appropriate.

SCREENERS

- 7.01 The Contractor will provide mental health screening services to all inmates, as required, by qualified mental health screeners acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.

7.02 The Contractor will perform and be responsible to:

- (a) screen all new admissions (not transfers) to a Centre within 24 hours in accordance with the Health Care Services Manual, including providing an initial assessment of inmates for condition of mental health and suicidal ideation;
- (b) record relevant information obtained from the mental health screening on Branch forms;
- (c) share all urgent information concerning the safety of inmates and staff with the Centre's supervisors and other appropriate health care professionals immediately;
- (d) share all urgent information concerning the safety of inmates and staff with the Correctional Centre's supervisors immediately; and
- (e) make inmate referrals for further assessment and/or treatment to the appropriate health care professionals.

MENTAL HEALTH COORDINATOR

8.01 The Contractor will provide coordination of services and special programs under the clinical supervision of the Correctional Centre's Psychologist to all inmates with significant mental disorders, as required, by a Mental Health Coordinator, who must be a qualified psychiatric Nurse, psychiatric social worker or an individual with a post graduate degree in clinical counselling, psychology or social work. The qualifications must be acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.

8.02 The Contractor will perform and be responsible to:

- (a) deliver mental health services in accordance with the Health Care Services Manual;
- (b) coordinate the activities of the mental Health Care Personnel and participate in the assessment, treatment and institutional and community case management planning for mentally disordered inmates;
- (c) coordinate the assessment, treatment, and case management activities of the mental health program with Correctional Centre staff;
- (d) coordinate the referrals and communications between the Correctional Centre's staff and the program;

- (e) assist in the transfer of mentally disordered inmates to the Forensic Psychiatric Hospital in Port Coquitlam;
- (f) coordinate the information gathering efforts of the program, consistent with the information needs of all groups involved in the care of mentally disordered inmates;
- (g) liaise with Correctional Centre staff regarding health care needs of mentally disordered inmates;
- (h) liaise with personnel from mental health community agencies and hospitals;
- (i) coordinate release plans for inmates with mental disorders;
- (j) provide special programming for inmates with serious mental disorders that are housed in the Correctional Centre's mental health unit;
- (k) monitor the progress of all inmates identified as at risk for suicidal ideation or self harm, depression and serious mental disorders;
- (l) record relevant information in the inmate's health care record;
- (m) share all urgent information concerning the safety of inmates and staff with Correctional Centre's supervisors and other appropriate Health Care professionals as soon as possible; and
- (n) make inmate referrals for further assessment and/or treatment to the appropriate health care professionals.

PHARMACY TECHNICIANS

- 9.01 The Contractor will provide Pharmacy Technician services for the distribution of medications to inmates where required, by qualified Pharmacy Technicians acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre and in accordance with Appendix 1.
- 9.02 The distribution of medications will be supervised by a Registered Nurse (RN) or Registered Psychiatric Nurse (PRN) in accordance with the Health Care Services Manual.
- 9.03 The Contractor will perform and be responsible to:
 - (a) prepare daily inmate medications under the general supervision of an RN, RPN or a Pharmacist;

- (b) ensure correct medication labelling;
- (c) identify inmates authorized to receive medications;
- (d) distribute medications according to timetables established in each Correctional Centre;
- (e) record the distribution of medications;
- (f) provide overdose prevention; and
- (g) store, control and distribute contingency medication.

ADMINISTRATION SUPPORT PERSONNEL

10.01 The Contractor will provide administrative services to support the delivery of health care services in accordance with Appendix 1.

10.02 The Contractor will perform and be responsible to:

- (a) scheduling doctor's clinics and specialist appointments;
- (b) processing of doctors orders;
- (c) obtaining the inmate's previous health records from other correctional facilities, other agencies, community physicians and electronic sources;
- (d) setting up the current health record and updating it as needed and filing the test results and requisition;
- (e) distributing Branch forms and coordinating the scheduling of visits and appointments;
- (f) doing document checks in the health record (i.e.: inmate's consent or parent's consent as required);
- (g) entering notes on the health care record;
- (h) retrieving, reviewing and updating information on CORNET and designated inmate health information systems;
- (i) ordering and maintaining adequate medical supplies at all times, including emergency supplies and non-prescription drugs; and

- (j) arranging for escort services that consist of notifying security staff and arranging escorts for the inmates.

OTHER HEALTH PROFESSIONAL SERVICES

- 11.01 The Contractor will provide all other health professional services as required according to terms and conditions agreed upon by the parties, by duly licensed and qualified professionals acceptable to the Assistant Deputy Minister, the Medical Services Consultant, Mental Health Services Consultant and the Warden of each Correctional Centre.

POLICY

- 12.01 The Contractor will, in consultation with the Contract Manager, the Medical Services Consultant and the Mental Health Services Consultant develop and implement:
 - (a) a continuing education program for its Health Services Personnel; and
 - (b) participate in the on-going development and implementation of policies and procedures manuals for the Branch Health Services.

EMERGENCY SERVICES

- 13.01 The Contractor will, in consultation with the Warden of each Correctional Centre, the Medical Services Consultant and Mental Health Services Consultant:
 - (a) develop and implement an emergency response and back-up system for the delivery of the general practitioner and specialist physician's services and nursing services; and
 - (b) instruct all Health Care Personnel regarding all security procedures and precautions and ensure that they are observed and complied with by Health Services Personnel.

ADDITIONAL SERVICES

- 14.01 The contractor may supply additional health care services as required according to terms and conditions agreed upon by the parties.
- 14.02 The Contractor will provide the Branch's Medication Distribution Course to all identified personnel, other than Physicians, RN's, and RPN's, who are responsible for the distribution of medications to patients, whether prescription or over-the-counter.

HOURS OF SERVICE

- 15.01 Unless otherwise specified in Appendix 1, the Services will be provided on such days and during such times as may be determined, from time to time, by the Warden in consultation with the Contractor.
- 15.02 A session for the purposes of this Agreement is 3.5 hours of clinical services. Sessional time is recognized in 15 minute intervals.

SECURITY BREACHES

- 16.01 The Contractor and the Health Care Personnel are required to immediately report to the Warden any information pertaining to breaches or potential breaches of security.

SCHEDULE OF STANDARDS

1. Standards:

- (a) Health Care Services Manual
- (b) Health Care Records User's Manual
- (c) Drug Formulary
- (d) Methadone Treatment Procedures
- (e) Pharmacy & Therapeutics Committee Protocols
- (f) Withdrawal Protocols for Alcohol, Opiates, Benzodiazepines and Cocaine
- (g) Medication Guidelines for the Use of Narcan and Epipen
- (h) Contingency Medication List
- (i) List of Medications for Self-Administration
- (j) List of Medications in Canteen
- (k) Therapeutic Protocols in the report of the Pharmacy and Therapeutics Committee

2. Additional documents:

- (a) Correction Act
- (b) Correction Act Regulation
- (c) Standards of Conduct for Corrections Branch Employees
- (d) Adult Custody Policy Manual

SCHEDULE OF LICENSES

- 1.01 For so long as this Agreement remains in effect the Province grants to the Contractor a non-exclusive license to enter and use the Health Care Facility at each Correctional Centre and the use of the Inventory in connection with the provision of Services.
- 1.02 The Contractor will have the right to occupy and control the Health Care Facility at each Correctional Centre subject only to:
- (a) the overriding right of the Warden of each Correctional Centre, the security staff and emergency services to have access, at all time, to the Health Care Facility for security and emergency purposes and requirements;
 - (b) the Assistant Deputy Minister's rights of access for the purpose of inspections;
 - (c) such reasonable rights of use and access as may be granted by the Province to other persons for other health services not provided by the Contractor under this Agreement; and
 - (d) reasonable access by the Medical Services Consultant, and the Mental Health Services Consultant for the purpose of assessing, from time to time, the quality of the Services.
- 1.03 With respect to each Health Care Facility the Province will, at its expense:
- (a) provide heat, power, water and telephone;
 - (b) be responsible for structural maintenance and janitorial services; and
 - (c) provide all office furniture, equipment and consumable supplies required for the Health Care Facility.
- 1.04 On an annual basis the Contractor will prepare an inventory of the health care equipment in the Health Centres and Admissions Examination Offices in all centres, and provide a written report to the Province on or before June 1st of each year.
- 1.05 The Contractor acknowledges that the said Inventory is in good condition and repair, unless otherwise noted, and that the Province gives no warranties and guarantees whatsoever as to fitness, condition, quality, capacity or otherwise of the Inventory.

- 1.06 The Contractor will be responsible to maintain the equipment described in the Inventory in reasonable condition and will deliver the same to the Province at the expiration or sooner termination of this Agreement in good working order and repair, reasonable wear and tear excluded. All costs for maintenance and repair of the equipment shall be paid directly by the Province.
- 1.07 The Contractor shall not be responsible for the loss, damage or replacement of any Inventory provided that it is beyond the reasonable control of the Contractor.
- 1.08 The Contractor will report forthwith to the Warden any loss of or damage to any Inventory or any damage in or to the Health Care Facility.

SCHEDULE OF TRAINING

TRAINING

- 1.01 The Contractor will ensure that staff hired by the contractor will be provided with:
- (a) health care training;
 - (b) security orientation training;
 - (c) occupational First Aid 2 training; and
 - (d) PAC training.
- 1.02 Health Care training consists of:
- (a) training with respect to the required Standards; and
 - (b) training with respect to the Health Care Facilities.
- 1.03 Security Orientation training consists of:
- (a) training with respect to the Security Procedures.
- 1.04 Occupational First Aid 2 training consists of:
- (a) successfully completing the training required by the Workers Compensation Board regulations to obtain or renew an Occupational First Aid 2 certificate.
- 1.05 PAC training consists of:
- (a) training with respect to the use and maintenance of electronic health records.

PAYMENT

- 1.06 The Province will pay the Contractor the costs in relation to the training in accordance with the Schedule of Payments.

SCHEDULE OF PAYMENTS

FEES

- 1.01 For the purposes of calculating the fee payable to the Contractor the following are included:
- (a) Labour costs and administrative costs to provide Services outlined in the Schedule of Services, and the hours of service agreed to in Appendix 1; and
 - (b) \$54,000 annually for the provision of dental services at Prince George Regional Correctional Centre (PGRCC) based on the master standing offer (MSO) fee for service rates;
- 1.02 The Province and the Contractor agree that any Operational Protocol or Amendment to this schedule resulting from increased service volumes requested by the Province will include an administrative allowance of 11.5% applicable to new positions for service delivery.
- 1.03 The Province will pay the Contractor a fee for services provided in accordance with the Schedule of Services, Appendix 1 and paragraphs 1.01 and 1.02 of this Schedule. In no event will the fees payable to the Contractor exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$12,870,323
Fiscal 2008/09	\$13,617,527
Fiscal 2009/10	\$14,402,368
Aggregate Total	\$40,890,218

EXPENSES

- 2.01 The Contractor will be reimbursed for the following annual expenses. These costs are to be submitted on the Contractor's monthly invoice in accordance with 4.02 and 4.03 of this Schedule and must be supported, where applicable by proper receipts:
- (a) The cost of providing emergency physician services on a call-back basis in accordance with paragraphs 3.02 (m) and 13.01 (a) of the Schedule of Services, not to exceed the following annual aggregate amounts:
 - \$63,246 for the fiscal year beginning April 1, 2007;
 - \$64,511 for the fiscal year beginning April 1, 2008; and
 - \$66,446 for the Fiscal Year beginning April 1, 2009.

These amounts will be reimbursed at the following rates:

- (i) for the first three hours:
 - \$329.40 for the fiscal year beginning April 1, 2007;
 - \$335.99 for the fiscal year beginning April 1, 2008 ; and
 - \$346.07 for the fiscal year beginning April 1, 2009.
- (ii) at the following hourly or proportionate hourly rates for hours in excess of paragraph 2.01 (a) (i):
 - \$109.80 per hour or a portion thereof for the fiscal year beginning April 1, 2007;
 - \$112.00 per hour or a portion thereof for the fiscal year beginning April 1, 2008; and
 - \$115.36 per hour or a portion thereof for the fiscal year beginning April 1, 2009.
- (b) The cost of Physician sessional services payable to the Contractor in accordance with Appendix 1, for each completed session during which file and chart reviews, case conferences, health care conferences and record keeping services are provided by the Contractor not to exceed, in the aggregate, the following amounts:
 - (i) \$384.31 per completed session not to exceed, in the aggregate \$124,513.20 for the fiscal year beginning April 1, 2007;
 - (ii) \$391.99 per completed session not to exceed, in the aggregate \$127,008.00 for the fiscal year beginning April 1, 2008; and
 - (iii) \$403.75 per completed session not to exceed, in the aggregate \$130,818.24 for the fiscal year beginning April 1, 2009.
- (c) The costs for the Contractor's staff to attend the annual Branch Health Care Conference, at the approval of the Assistant Deputy Minister. Approved costs may include the following: salaries, travel at Group 1 Government Rates as set out in Appendix 3, sessional and administration costs. This amount is not to exceed, in the aggregate, \$90,000 annually.
- (d) The costs for providing psychological tests to inmates will be paid according to Appendix 2. This amount is not to exceed, in the aggregate, \$2,000 annually.
- (e) In the event the Contractor is unable to enter into a contractual arrangement with a Psychologist and/or Physician located in physical proximity to PGRCC, the Province will reimburse the Contractor for travel costs, at Group

1 Government Rates as set out in Appendix 3, for the provision of Psychological and/or Physician Services at PGRCC once per week. This amount is not to exceed, in the aggregate, \$37,500 annually.

- (f) The costs for providing telephone advice and consultations with Physicians at the rate of \$13.95 per phone call. This amount is not to exceed, in the aggregate, \$20,000 annually.
- (g) The Northern Recruitment Incentive (NRI) as defined in 3.01 of the Schedule, of Services. This amount is not to exceed, in the aggregate, \$39,335 annually.
- (h) In no event will the expenses payable to the Contractor in accordance with paragraphs 2.01 of this Schedule exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$376,594
Fiscal 2008/09	\$380,354
Fiscal 2009/10	\$386,099
Aggregate Total	\$1,143,047

2.02 Training costs will be paid to the Contractor in accordance with to the Schedule of Training, provided they are supported, where applicable, by proper receipts and are in the opinion of the Assistant Deputy Minister, necessarily incurred by the Contractor in the fulfillment of obligations under this Agreement as follows:

- (a) The Contractor will provide reconciliation of the costs incurred for training in each of the Contractor's Invoices, in accordance with 4.02 and 4.03 of this Schedule.
- (b) The annual training costs payable to the Contractor in accordance with paragraph 2.02 of this Schedule will not exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$480,000
Fiscal 2008/09	\$480,000
Fiscal 2009/10	\$480,000
Aggregate Total	\$1,440,000

- 2.03 In no event will the expenses payable to the Contractor in accordance with paragraphs 2.01 and 2.02 of this Schedule exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$856,594
Fiscal 2008/09	\$860,354
Fiscal 2009/10	\$866,099
Aggregate Total	\$2,583,047

OTHER

- 3.01 The Contractor will be reimbursed for costs related to the provision of additional health care services due to an emergency or business requirement. Costs include salaries, overtime, sessional and administration costs, and travel expenses as described in Appendix 3. These costs are to be submitted on the monthly invoice, accompanied by supporting documentation, in accordance with 4.02 and 4.03 of this Schedule, and are not to exceed, the following amounts:
- (a) \$100,000 annually, available at the express approval of the Provincial Director; and
 - (b) \$350,000 annually, available through the issuance of an Operational Protocol.
- 3.02 In no event will the amount payable to the Contractor in accordance with paragraph 3.01 above exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$450,000
Fiscal 2008/09	\$450,000
Fiscal 2009/10	\$450,000
Aggregate Total	\$1,350,000

PAYMENT

- 4.01 The Province will pay the Contractor the following fee advance equal to 1/12th of the amounts listed in paragraph 1.03 of this Schedule, following the receipt of a monthly invoice in accordance with Appendix 4, and paragraphs 4.02, 4.03 and 4.17 of this Schedule:

Fiscal Year	Monthly Fee Advance
Fiscal 2007/08	\$1,072,527
Fiscal 2008/09	\$1,134,794
Fiscal 2009/10	\$1,200,197

In accordance with 1.03 of this Schedule, the above amounts include 1/12th of the value outlined in 1.01(b) of this Schedule.

- 4.02 The Contractor will submit a monthly written invoice to the Assistant Deputy Minister for the preceding month, in a format approved by the Province and submitted no later than the last day of the month, in accordance with Appendix 4.
- 4.03 The invoice will include the following information for each Correctional Centre:
- (a) a list of positions/services being provided and corresponding labour costs;
 - (b) hours of service being provided as set out in Appendix 1;
 - (c) actual Hours of service provided;
 - (d) dates during which the service was provided;
 - (e) provision identifying the costs of any hours of service not delivered as specified in Appendix 1;
 - (f) provision identifying the variance between the portion of the fee advance outlined in 4.01 of this Schedule, as it relates to 1.01(b), and the actual costs incurred by the Contractor;
 - (g) provision identifying the costs of any additional hours of service provided in excess of the hours specified in Appendix 1 and in accordance with paragraph 3.01 and 3.02 of this Schedule;
 - (h) the cost of allowable expenses and supporting documentation as set out in paragraphs 2.01 to 3.02 of this Schedule;
 - (i) provision for the reconciliation of the variance between the previous month's fee advance versus actual costs to be applied to the upcoming fee advance as described in 4.03(j); and
 - (j) the fee advance amount payable to the Contractor one month from the invoice due date as set out in Appendix 4.
- 4.04 The Contractor will submit a written Statement of Service Hours to the Assistant Deputy Minister, for hours of service provided in the preceding month, in a format approved by the Province and submitted no later than the last day of the month, in accordance with Appendix 4.
- 4.05 The Statement of Service Hours will include the following information by position for each Correctional Centre:

- (a) scheduled hours of service required as set out in Appendix 1;
 - (b) actual hours of service provided; and
 - (c) dates during which services were provided.
- 4.06 The Province and the Contractor agree that fees for any shortfall of service will be recovered where required. This adjustment will be deducted from the next monthly fee advance, as set out in Appendix 4 and paragraph 4.01 of this Schedule.
- 4.07 The Province and the Contractor agree that any additional hours provided in excess of Appendix 1 and in accordance with paragraphs 3.01 and 3.02 of this Schedule, will be compensated at the approved rates and added to the next monthly fee advance, as set out in Appendix 4 and Paragraph 4.01 of this schedule.
- 4.08 The Province and the Contractor agree that expenses due to the Contractor in accordance with 2.01 to 2.03 of this Schedule will be added to the next monthly fee advance, as set out in Appendix 4 and paragraph 4.01 of this Schedule.
- 4.09 For the purpose of calculating the monthly fee adjustment, in accordance with paragraph 4.06 and 4.07 of this Schedule the following values will be used:
- (a) hours of service as set out in Appendix 1;
 - (b) differences between the hours of service set out in Appendix 1 and actual hours of service provided will be adjusted using the approved labour cost rates;
 - (c) travel costs for dental services at FMCC, NCC and ACCW are included in the sessions set out in Appendix 1;
 - (d) the travel costs for Physicians at FRCC, FMCC, NCC and ACCW will be adjusted at the approved rates in accordance with the hours of service set out in Appendix 1;
 - (e) the travel costs for Psychologists at FMCC will be adjusted at the approved rate in accordance with the hours of service set out in Appendix 1;
 - (f) dental services provided at PGRCC will be adjusted using the difference between the related portion of the fee advance as set out in paragraphs 1.01(b) and 4.01 of this schedule and the actual cost incurred by the Contractor at the master standing offer fee for services rates;
 - (g) psychological services sessions will be adjusted based on the sessional rate of \$332.5 payable to the Contractor for each completed session, where a

“Session” means a period of 3.5 hours during which psychological services are provided by the Contractor and will include set-up, record keeping, patient care and clean up time; and

- (h) dental services sessions will be adjusted based on the sessional rate of \$467.52 payable to the Contractor for dental services provided at the Correctional Centres, other than PGRCC, for each completed session, where a “Session” means a period of 3.5 hours during which dental services are provided by the Contractor and will include the provision of a qualified dental assistant, set-up, record keeping, patient care and clean up time.

4.10 The cost of General Practitioner Services and Psychiatric Services listed under Medical Services Plan in Appendix 1 are the responsibility of the Contractor in accordance with the following:

(a) General Practitioner Services;

- (i) the Contractor is responsible to ensure the billing of the Medical Services Plan of British Columbia on a fee-for-service basis; and
- (ii) payment shall be according to the fees paid by the Medical Services Plan of British Columbia;

(b) Psychiatric Services;

- (i) the Contractor is responsible to inform the Psychiatrists of their responsibility to directly bill the Medical Services Plan of British Columbia on a fee-for-service basis; and
- (ii) payment to Psychiatrists for services rendered will be received directly from the Medical Services Plan of British Columbia at their set rates.

4.11 The Contractor is responsible for submitting completed sessional billing forms for expenses related to 2.01(b) of this schedule to the Province in a timely manner. Sessional billing forms for the preceding period must be received in the office of the Province by the last day of the following month in accordance with Appendix 5. All sessional billing forms for the month of March must be received by the Province on or before April 15th of each year as directed by the Ministry of Health (MOH). Where the specified date falls on a weekend the forms must be received by the next business day.

4.12 The sessional rates for Physicians in paragraph 2.01(b) of this Schedule reflect the rate adjustments agreed to between the Alternatives Payments Branch, Ministry of Health Services and the British Columbia Medical Association and will be the rates in effect during the Term of this Agreement.

- 4.13 The sessional rates for Psychologists in paragraph 4.09(g) of this Schedule shall be adjusted in accordance with the rate agreed to between the Province and the British Columbia Psychological Association for the provincial government sessional rate during the Term and shall be effective on the date agreed upon between the Province, and the British Columbia Psychological Association.
- 4.14 The sessional rates for Dentists in paragraph 4.09(h) of this Schedule shall be adjusted in accordance with the rate agreed to between the Province and the Association of Dental Surgeons of British Columbia for the provincial government sessional rate during the Term and shall be effective on the date agreed upon between the Province, and the Association of Dental Surgeons of British Columbia.
- 4.15 In the event this Agreement is terminated, the Contractor shall be entitled to receive such pro rated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
- 4.16 The Province will endeavour to effect payment of any fee advances, expenses or fee adjustments within 30 days of the submission of the Contractor's Invoice to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the Financial Administration Act.
- 4.17 In the event an Invoice and the Statement of Service Hours are not delivered in accordance with Appendix 4 and paragraphs 4.02 and 4.04 of this Schedule, the Province can suspend any payments due under paragraph 4.01, 4.07, and 4.08 of this Schedule until the invoice is provided.

TOTAL FEES, EXPENSES AND COSTS

- 5.01 In no event will the fees, expenses and other costs payable to the Contractor in accordance with this Schedule of Payments exceed, in the aggregate, the following amounts:

Fiscal Year	Fee Total
Fiscal 2007/08	\$14,176,917
Fiscal 2008/09	\$14,927,881
Fiscal 2009/10	\$15,718,467
Aggregate Total	\$44,823,265

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access; and
 - (b) “Act” means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (e) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (f) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (g) the purpose for collecting it;
 - (h) the legal authority for collecting it; and
 - (i) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (j) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (k) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Inspection of personal information

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The Contractor must in relation to personal information comply with:
 - (l) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (m) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX 1: HOURS OF SERVICE

Abbreviation	Description	Shift Start Times¹
Health Care Manager	Health Care Manager Shift	7:00
RN Day/RN Wkend Day	Registered Nurse or Registered Psychiatric Nurse Day Shift/Weekend Day Shift	7:00
RN Eve/RN Wkend Eve	Registered Nurse or Registered Psychiatric Nurse Evening Shift/Weekend Evening Shift	15:00
RN Nite/RN Wkend Nite	Registered Nurse or Registered Psychiatric Nurse Night Shift	23:00
LPN Day/LPN Wkend Day	Licensed Practical Nurse Day Shift/Weekend Day Shift	7:00
LPN Evening/LPN Wkend Evening	Licensed Practical Nurse Evening Shift/Weekend Evening Shift	15:00
LPN Night/LPN Wkend Night	Licensed Practical Nurse Night Shift/Weekend Night Shift	23:00
Mental Health Coordinator	Mental Health Coordinator Shift	7:00
Screeners Day	Mental Health Screeners Day Shift	7:00
Screeners Eve/Screeners Wkend Eve	Mental Health Screeners Evening Shift/Weekend Evening Shift	15:00
Pharm Tech Day/Pharm Tech Wkend Day	Pharmacy Technician Day Shift/Weekend Day Shift	7:00
Pharm Tech Eve/Pharm Tech Wkend Eve	Pharmacy Technician Evening Shift/Weekend Evening Shift	15:00
MOA/Clerk Day/ MOA/Clerk Wkend Day	Medical Office Assistant/Clerical Day Shift/Weekend Day Shift	7:00
MOA/Clerk Eve/ MOA/Clerk Wkend Eve	Medical Office Assistant/Clerical Evening Shift/Weekend Evening Shift	15:00
MOA/Clerk Nite/ MOA/Clerk Wkend Nite	Medical Office Assistant/Clerical Night Shift/Weekend Night Shift	23:00

¹ Table is for shift differential calculations only, actual shifts worked do not correspond with Shift start times stated in table.

Total Hours Per Contract

Page 169
PSS-2011-01782

APPENDIX 2: PSYCHOLOGICAL TESTS

INSTRUMENT	PURPOSE	COST
16 PF Basic Interp	Personality	\$ 49.00
16 PF Couple Counselling	Personality	\$ 88.00
16 PF Human Resources	Personality	\$ 65.00
16 PF Karson Clinical	Personality	\$ 65.00
Aphasia- NCCEA	Neuropsych.	\$ 17.00
Auditory Constant Trigrams	Neuropsych.	\$ 14.00
BASC	Children's	\$ 19.00
BarOn EQI	Emotional IQ	\$ 60.00
Beck Depression	Depression	\$ 15.00
Beck Anxiety	Anxiety	\$ 15.00
Beery	Children's	\$ 20.00
Bender Gestalt	Personality/ Clinical Screen	\$ 15.00
Bennet Hand Tool Dexterity	Vocational Psychomotor Skills	\$ 25.00
Boston Diag. Naming Test	Neuropsych.	\$ 10.00
Boston Naming Test	Neuropsych.	\$ 15.00
BRIEF	Children's	\$ 25.00
Brief Symptom Inv.- Interp	Clinical Screening	\$ 32.00
Brief Symptom Inv.- Profile	Clinical Screening	\$ 24.00
Brief Test of Attention	Attention	\$ 15.00
Brown	Children's	\$ 13.00
Buschke Cued Recall	Neuropsych.	\$ 15.00
CAAT	Academic Ach. Canadian Norms	\$ 39.00
CAI- Enh.	Vocational Interests	\$ 33.00
CAI- Voc	Vocational Interests	\$ 33.00
California Pers. Inv.	Personality	\$ 15.00
Campbell Career	Vocational Interests	\$ 31.00
Categories Test	Exec Functioning	\$ 36.00
CCPT	ADHD	\$ 26.00
CELF	Children's	\$ 23.00
Children's Memory Scale	Memory	\$ 26.00
Comp Tst of Phon Process'g	Children's	\$ 15.00
Coping Inv. For Stressful Sits.	Stress	\$ 20.00
Clock	Neuropsych.	\$ 21.00
CWPF	Vocational Interests	\$ 15.00
CVLT	Neuropsych.	\$ 40.00
CVLT-II	Neuropsych.	\$ 44.00
CVLT-Child	Memory	\$ 23.00
D2	Neuropsych.	\$ 15.00
DAPP	PTSD	\$ 20.00
Demential Rating Scale- 2	Dementia	\$ 30.00
Depression Adj. C.L.	Depression	\$ 15.00
Dichotic Listening Test	Neuropsych.	\$ 15.00
INSTRUMENT	PURPOSE	COST

DuPaul	Children's	\$ 2.00
Dynamometer (Grip)	Neuropsych.	\$ 18.00
Eysenk Personality Inv.	Personality/ Clinical Screen	\$ 15.00
EVT	Children's	\$ 12.00
Famous Saying Test	Neuropsych.	\$ 15.00
Finger Taping	Neuropsych.	\$ 22.00
Fear Inventory	Anxiety	\$ 15.00
FIRO-B	Management Style	\$ 15.00
Flannigan Industrial Test	Organizational Psych.	\$ 15.00
GATB	Vocational Aptitudes	\$ 27.00
GORT	Reading Ability	\$ 30.00
HCR-20	Dangerousness	\$ 15.00
Handtool Dex test	Vocational	\$ 25.00
Hare	Psychopathology	\$ 19.00
Hopelessness Scale	Depression	\$ 15.00
IPAT Anxiety Scale	Anxiety	\$ 15.00
IPC Scale	Personality/ Clinical Screen	\$ 15.00
Jackson PRF	Personality	\$ 15.00
Job Involvement Q.	Organizational Psych.	\$ 15.00
KAS Beh. C.L. (Family Rep.)	Clinical Screen Family C.L.	\$ 15.00
LAMB	Learning & Memory	\$ 30.00
LASSI	Learning & Studying	\$ 24.00
Leyton Obsessional	Anxiety	\$ 15.00
MAACL	Depression, Anxiety, Hostility	\$ 15.00
MACI Profile	Adolescent	\$ 50.00
MACI Interp.	Personality/ Clinical Scr- Adolescent.	\$ 62.00
MASC	Children's	\$ 4.00
Maudsley Obsessional Q.	Anxiety	\$ 15.00
McBurney Learning Dis. Inv.	Learning Disorders	\$ 15.00
MCMI-III Profile	Personality/ Clinical Screen	\$ 47.00
MCMI-III Interp	Personality/ Clinical Screen	\$ 93.00
MicroCog	Neuropsych.	\$ 43.00
Mini Mental Status Exam.	Clinical Assessment	\$ 20.00
Mississippi	PTSD	\$ 5.00
MMPI2 Ext. Score (Profile)	Personality/ Clinical Screen	\$ 47.00
MMPI2- Interp.	Personality/ Clinical Screen	\$ 97.00
MMPI2- Profile	Personality/ Clinical Screen	\$ 37.00
MMPI2 Profile+Green	Personality/ Clinical Screen	\$ 84.00
Mobility Inv.	Anxiety	\$ 21.00
MSC	Mental Status	\$ 15.00
Myers Briggs- Career	Personality	\$ 55.00
Myers Briggs- Type Indic.	Personality	\$ 69.00
NART	Neuropsych.	\$ 15.00
Nelson Denny	Reading Ability	\$ 10.00
Occupational Stress Inv.	Stress in Workplace	\$ 15.00
Pain Patient Profile	Pai	\$ 40.00

INSTRUMENT	PURPOSE	COST
Rogers Criminal Responsib. Sc	Criminality Screen	\$ 15.00
Rorchach	Projective Test	\$ 18.00
SCL90-R	Personality/ Clinical Scr.	\$ 30.00
Smell I.D.	Neuropsych.	\$ 53.00
Sentence Repetition	Neuropsych.	\$ 15.00
ShIPLEY	Estimated IQ	\$ 17.00
State Trait Anger	Anger	\$ 15.00
State Trait Anxiety	Anxiety	\$ 15.00
Stressful Events Quest.	Stress	\$ 15.00
Strong Vocational Inv.	Vocational Interests	\$ 26.00
Stroop- Victoria	Neuropsych.	\$ 15.00
Stroop- Golden	Neuropsych.	\$ 15.00
Suicide Ideation Quest.	Risk of Sexual Violence	\$ 15.00
SVR-20	Personality/ Clinical Scr.	\$ 15.00
TAT	Projective Test	\$ 15.00
Test Anxiety	Test Anxiety	\$ 15.00
Trails	Neuropsych.	\$ 5.00
Tomm	Neuropsych.	\$ 20.00
TSI- Adults	PTSD	\$ 15.00
TSI- Children	PTSD	\$ 19.00
VIP	Test Responding Validity Assess.	\$ 54.00
WAIS-III	IQ (Adults)	\$ 43.00
WASI	Estimated IQ	\$ 20.00
WCST	Neuropsych.	\$ 29.00
WMS-III	Memory	\$ 23.00
WAIS-III + WMS-III	IQ + Memory (Adults)	\$ 66.00
WISC-III	IQ (Children)	\$ 77.00
WIAT-II	Academic Ach. (Children/Adolescent.)	\$ 56.00
WISC-III + WIAT-III	IQ + Ach. (Children)	\$ 105.00
WJ-III Ach.	Achievement	\$ 38.00
WJ-III Cog	Cognitive Functioning	\$ 58.00
WJ-III Ach + Cog	Ach. + Cog. Funct.	\$ 96.00
WTAR	Neuropsych.	\$ 15.00
Wonderlik	Personality	\$ 19.00
Word Fluency	Neuropsych.	\$ 15.00
WRAML	Learning & Memory (Children)	\$ 40.00
WRAT	Achievement - Screen	\$ 18.00

APPENDIX 3: GROUP 1 RATES EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor - expenses cannot be direct billed to the Ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

TRAVEL EXPENSES

The contractor must be outside their headquarters area (32 kilometers from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. **Meal Allowances:** Effective April 01, 2007 the following meal allowances can be claimed, which may not exceed \$45.50 per day (receipts are not required):

Breakfast only	\$11.00	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$12.75	Cannot claim if travel starts after 12 noon or ends before 12 noon.
Dinner only	\$21.75	Cannot claim if travel starts after 6 PM or ends before 6 PM
Breakfast and lunch only	\$23.75	see above
Breakfast and dinner only	\$32.75	see above
Lunch and dinner only	\$34.50	see above
Full day	\$45.50	

2. **Mileage Rates When Using Private Vehicle:** Effective April 01, 2007 the private mileage allowance is \$0.48 per kilometer (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas, depreciation, and maintenance.
3. **Taxi and Parking:** Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.
4. **Car Rentals:** The list of rental agencies the government has Corporate Supply

Arrangements (CSA) with is listed at the link below. (NOTE – not all locations are covered under CSA). Other rental firms are to be used only when these firms cannot supply vehicles. Contractors and non-employees should ask for the government rate. CSA rates are published on the Internet at the following URL:

[http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20\(2005\).htm](http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20(2005).htm)

Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed.

CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

5. **Accommodation:** Effective Jan. 1, 2007, there is a new policy for business travel accommodation. Accommodation rates are no longer prescribed by government. Rates now vary by property, by month, with each property having its own government discounted rate.

- a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Contractors should select the most cost effective listed property that meets their requirements (subject to any restrictions outlined in this Agreement) from the List of Properties at the following URL:

<http://www.pc.gov.bc.ca/travel/Hotels/AccommodationListing/tableofcont.htm>

Accommodation at properties not on the List of Properties will only be reimbursed with pre-approval from the Contract Manager.

Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

- b) **Private lodging** (receipts are not required): \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).
6. **Airfare:** Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.
7. **Miscellaneous Travel Expenses:** Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.
8. **Out-of-Province Travel:** When B.C. contractors are required to travel out-of-

province, a Travel Authorization form approved in advance by the respective director, must accompany the expense claim.

OTHER EXPENSES

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).
2. **GST:** GST paid by the contractor will not be reimbursed if the contractor has a mechanism to claim input tax credits from Revenue Canada (i.e. the contractor has a GST registration number and his/her livelihood is from contracting). In these cases, when travel receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by contractors will be reimbursed if the contractor does not have a mechanism to claim input tax credits.
3. **Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.): Misc. expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager **before** incurring any misc. expenses.

APPENDIX 4: INVOICE/HOURS OF SERVICE STATEMENT SCHEDULE

Fiscal Year 2007/2008		
Month Fees/ Expenses/Hours Occurred	Invoice/Hours of Service Statement Due Date	Fee Advance Included on Invoice
April 2007*	May 31, 2007	July Advance
May 2007*	June 30, 2007	August Advance
June 2007*	July 31, 2007	September Advance
July 2007	August 31, 2007	October Advance
August 2007	September 30, 2007	November Advance
September 2007	October 31, 2007	December Advance
October 2007	November 30, 2007	January Advance
November 2007	December 31, 2007	February Advance
December 2007	January 31, 2008	March Advance
January 2008	February 29, 2008	April Advance
February 2008	March 31, 2008	May Advance
March 2008	April 30, 2008	June Advance

*Separate Invoices for the April 2007, May 2007 and June 2007 fee advances are required.

Fiscal Year 2008/2009		
Month Fees/ Expenses/Hours Occurred	Invoice/Hours of Service Statement Due Date	Fee Advance Included on Invoice
April 2008	May 31, 2008	July Advance
May 2008	June 30, 2008	August Advance
June 2008	July 31, 2008	September Advance
July 2008	August 31, 2008	October Advance
August 2008	September 30, 2008	November Advance
September 2008	October 31, 2008	December Advance
October 2008	November 30, 2008	January Advance
November 2008	December 31, 2008	February Advance
December 2008	January 31, 2009	March Advance
January 2009	February 28, 2009	April Advance
February 2009	March 31, 2009	May Advance
March 2009	April 30, 2009	June Advance

Fiscal Year 2009/2010		
Month/Year Expenses/Hours Occurred	Invoice/Range of Service Statement Due Date	Fee Advance Included on Invoice
April 2009	May 31, 2009	July Advance
May 2009	June 30, 2009	August Advance
June 2009	July 31, 2009	September Advance
July 2009	August 31, 2009	October Advance
August 2009	September 30, 2009	November Advance
September 2009	October 31, 2009	December Advance
October 2009	November 30, 2009	January Advance
November 2009	December 31, 2009	February Advance
December 2009	January 31, 2010	March Advance
January 2010	February 28, 2010	-
February 2010	March 31, 2010	-
March 2010	April 30, 2010	-

Fiscal Year 2009/2010	
Month Session Occurred	Session Ending Form Due in Office of the Province
April 2009	May 31, 2009
May 2009	June 30, 2009
June 2009	July 31, 2009
July 2009	August 31, 2009
August 2009	September 30, 2009
September 2009	October 31, 2009
October 2009	November 30, 2009
November 2009	December 31, 2009
December 2009	January 31, 2010
January 2010	February 28, 2010
February 2010	March 31, 2010
March 2010	April 15, 2008 or before as directed by MOH



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-6915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 0V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Public Safety and Solicitor General, Corrections Branch, Adult Custody Division		AGREEMENT IDENTIFICATION NO. 65353
PROVINCE'S CONTACT PERSON NAME & TITLE Evan Vike - Contract Manager		PHONE NO (250) 689 2298
MAILING ADDRESS 7th Floor, 1001 Douglas Street, P.O. Box 9278, Stn. Prov. Govt., Victoria, BC		FAX NO (250) 476 4547
CONTRACTOR NAME Calibre Health Services Inc.		POSTAL CODE V8W 9J7
CONTRACTOR ADDRESS Suite 407, 110-174 Wilson Street, Victoria, BC		POSTAL CODE V9A 7N7

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Calibre Health Services Inc.		
	ADDRESS 407, 110-174 Wilson Street, Victoria, BC		V9A 7N7
OPERATIONS INSURED	PROVIDE DETAILS Provides Health services to inmates at 10 adult correctional centres operated by the British Columbia Corrections branch. This insurance does not apply to the insured's legal obligation to pay compensatory damages for claims arising from, or in relation to doctors, dentists, psychiatrists and psychologist performed by or on behalf of any insured as shown on the coverage summary.		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Errors and Omissions	Royal & SunAlliance Canada	2008/04/18	\$3,000,000 occurrence \$3,000,000 aggregate
Commercial General Liability	Royal & SunAlliance Canada	2008/04/18	\$2,000,000 per occurrence \$5,000,000 general aggregate

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

-Non owned Automobile coverage is not included

AGENT OR BROKER COMMENTS:

AGENT OR BROKER Jardine Lloyd Thompson Canada Inc.	ADDRESS 16th Floor, 1111 West Georgia Street, Vancouver, BC V6C 4G2	PHONE NO 604 882 4211
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) PER [Signature]		DATE SIGNED August 2, 2007