



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


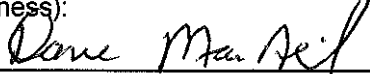


- 20.01 The Contractor must demonstrate to the Branch Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition 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): 	(Witness): 
(For the) Assistant Deputy Minister: X 	Contractor or Authorized Signatory: X 
Print Name: Brent Merchant	Print Name and Title: Jill Schmidt, PRESIDENT
Date: March 31, 2011	Date: March 30, 2011

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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

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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

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

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