

MASTER AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in Right of THE PROVINCE OF BRITISH COLUMBIA as represented by the MINISTER OF HEALTH AND MINISTER RESPONSIBLE FOR SENIORS [THE MINISTER];

AND:

THE DENOMINATIONAL HEALTH CARE FACILITIES ASSOCIATION comprising those particular denominational groups or societies and presently operating the facilities set out in Schedule A hereto [THE OWNERS]

PREAMBLE:

1. The Health Authorities Act of British Columbia [Act] is intended to provide a scheme for the rationalization of health services within British Columbia and for their delivery on a more efficient and cost effective basis. Pursuant to the Act the MINISTER has the power among other things to designate Regional Health Boards [RHB] and Community Health Councils [CHC]. These RHBs and CHCs will have the power and authority to develop regional and community health plans and to enter into agreements (hereinafter called AGREEMENT) with private and public bodies for the delivery of health care services within the regions or the communities as the case may be.
2. The OWNERS are denominational groups or societies which as part of their respective religious missions have carried out and delivered health care services in many parts of the Province of British Columbia and have constituted themselves into a society called the Denominational Health Care Facilities Association the members of which and the facilities operated by each is set out in Schedule A.
3. The OWNERS have expressed a wish to cooperate in the attainment of the MINISTER'S goals and to participate in initiatives to coordinate, rationalize, plan and deliver health care services within British Columbia.
4. The MINISTER and the OWNERS are desirous of entering into a MASTER AGREEMENT which will serve to direct the RHBs and the CHCs in respect of any AGREEMENT which may be entered into between either or both of them and any of the OWNERS and which will ensure within such AGREEMENT the OWNERS continued right to own, manage, operate and conduct the affairs of their respective facilities and to carry out their respective religious missions.

NOW THEREFORE THIS MASTER AGREEMENT WITNESSETH AS FOLLOWS:

1. The MINISTER acknowledges the ownership and title to the facilities set out in Schedule A and those additional facilities as may be added from time to time by the OWNERS in furtherance of their religious mission belongs to the respective OWNERS set opposite their names and they shall continue to enjoy the powers and privileges of ownership including without limiting the generality thereof the right to determine in the context of their respective values and traditions the mission and values of the OWNER so as to preserve the spiritual nature of the facility, to establish such medical staff bylaws as they deem necessary to safeguard the mission and values aforesaid and the right to govern the facility, appoint a chief executive officer and approve and implement a staffing plan.

2. The OWNERS shall through the boards of trustees appointed by each of them take such measures as are necessary to give effect to the intent of the MASTER AGREEMENT and without limiting the generality thereof manage the fiscal, human and physical resources under their control so as to meet:

- 2.1 the terms of an AGREEMENT entered into by the boards of trustees with an RHB or CHC for the provision of health care services;
- 2.2 provincial standards for health care;
- 2.3 national accreditation standards; and
- 2.4 the conditions of any agreements with teaching facilities, and to participate in any reasonable initiative to coordinate, rationalize, plan and deliver health care services to the people within the region and or community and to do so in collaboration with other pertinent health bodies.

3. Every AGREEMENT shall incorporate sections 1 and 2 hereof and shall contain the following additional provisions, namely:

- 3.1 This AGREEMENT shall remain in force as long as the OWNER continues to operate a health care facility. Provided this AGREEMENT may be terminated by either party giving not less than 365 days written notice to the other party. Provided further that any such notice may not be given until the expiration of the three years from the date of coming into effect of the MASTER AGREEMENT.

3.2 For each year of the AGREEMENT,

- (a) in respect of the first year within 60 days; and
- (b) in respect of each year thereafter within 30 days

of the RHB/CHC receiving funding, the RHB/CHC shall deliver to the OWNER a Funding Letter for each fiscal year that shall set out:

- (a) a description of the extent and level of health care services which the RHB/CHC requires the OWNER to provide to the beneficiaries;
- (b) the amount of funding determined by the RHB/CHC, to reimburse the OWNER for the cost of rendering to the beneficiaries services referred to in subsection 3.2(a).

For the purposes of this subsection, fiscal year means a period:

- (a) from the date the AGREEMENT is executed to March 31
- (b) thereafter each April 1 to March 31 during the term of the AGREEMENT.

3.3 The OWNERS shall not undertake major capital projects including the acquisition of major capital equipment for use within the facility without the approval of the particular RHB or CHC involved unless the OWNER through or with the support of independent auxiliaries and foundations or through other sources has raised the necessary capital funds and can demonstrate its ability to operate the facilities or equipment so obtained without the need to resort to the operating monies received pursuant to the AGREEMENT;

3.4 permitting the owner to fund out of operating monies association memberships such as HEABC, CHABC, BCACC, BCHA, NAJHHA and the DENOMINATIONAL HEALTH CARE FACILITIES ASSOCIATION;

3.5 consultation on the appointment of the chief executive officer;

3.6 consultation in respect of community and regional health needs and the delivery of the services contemplated by the AGREEMENT;

3.7 All disputes arising out of or in connection with the AGREEMENT, except for disputes arising out of or in connection with section 3.2

will be referred to mediation and if required, finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration will be Victoria, British Columbia. In the case of a dispute arising out of or in connection with section 3.2 the matter will be reviewed in the manner set out in section 7 of the MASTER AGREEMENT and every AGREEMENT shall contain a provision which provides for the appointment of the Chairperson of the independent panel in the event that the members cannot agree.

- 3.8 recognition that the RHB or CHC shall determine the health care programs and services it will contract from the OWNER with respect to any facility provided the OWNER is not required to provide those services which are inconsistent with the mission and values set out in paragraph 1 hereof;
- 3.9 participation in administrative arrangements the purpose of which is to achieve operating efficiencies, reduction in overall costs or improvement in quality of service;
- 3.10 cooperation with the MINISTER, the public Sector Employers' Council or the Health Employers Association of B.C., in any policy or plan for the efficient use of human resources within the health sector including assignment of employees from one employer to another employer or other staffing arrangements consistent with the Act, the Public Sector Employers Act or the Labour Relations Code.
- 3.11 recognition that where the OWNER provides continuing care as that term is defined by the Continuing Care Act, the RHB/CHC shall fund the OWNER under the Continuing Care Act;
- 3.12 recognition that where the OWNER provides health care services, the RHB/CHC shall fund the OWNER under the Hospital Insurance Act;

4. The MINISTER and the executive committee of the OWNERS agree to consult from time to time concerning the role of the OWNERS in providing health care services and in respect of their relationships with the RHBs and CHCs and on other matters arising out of this MASTER AGREEMENT. In the event of a dispute arising from the interpretation of this MASTER AGREEMENT, except for disputes arising out of or in connection with section 7, the matter in dispute shall be referred to mediation and if required, finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration shall be Victoria, British Columbia.

5. In this MASTER AGREEMENT the MINISTER shall mean the Minister of Health and includes the Deputy Minister or an Assistant Deputy Minister to whom the MINISTER has delegated authority to act in respect of the matters herein contained referred and OWNERS shall mean the DENOMINATIONAL HEALTH CARE FACILITIES ASSOCIATION and the individual Owner members at the date hereof and where the context requires an individual Owner member thereof.

6. This MASTER AGREEMENT shall remain in force as long as the OWNERS or any one of them exists and continues to operate a health care facility and the RHBs or CHCs exist for the purposes of providing for the regional and community health care needs and programs. Provided this MASTER AGREEMENT may be terminated by either party giving the other not less than 365 days written notice. Provided further any such notice may not be given until the expiration of three years from the date of coming into effect of this MASTER AGREEMENT and until each OWNER has either successfully entered into an agreement with an RHB or CHC for the purposes set out in this MASTER AGREEMENT or has had the opportunity to exercise the right of review in accordance with section 7.

7. An OWNER or the RHB/CHC may request a review in accordance with this subsection.

7.1 For the purposes of this section, Funding Letter means a funding letter delivered in accordance with the AGREEMENT.

7.2 An OWNER or the RHB/CHC may request a review in accordance with this subsection in the following situations:

- (a) an OWNER has not entered into an AGREEMENT with a RHB or CHC within 24 months of the execution of this MASTER AGREEMENT;
- (b) the RHB or CHC gives notice to terminate an AGREEMENT;
- (c) an RHB or CHC delivers to the OWNER a Funding Letter which, if implemented, would threaten the religious mission, viability or existence of the OWNER'S facility.

The review process shall consist of the appointment of an independent panel (Panel) comprised of three members, one appointed by each of the RHB/CHC and the OWNER with the third member, who shall be the chairperson, appointed by the other two appointees. The Panel shall review all relevant information and shall give advice (non-binding) to the Minister in accordance with

subsections 7.3, 7.4 and 7.5. The Panel must render its advice within six weeks of the request for a review.

- 7.3 Where the Panel is of the opinion that the Funding Letter would, if implemented, threaten the religious mission, viability or existence of the OWNER'S facility, the Panel shall advise the MINISTER whether the Funding Letter is reasonable, having regard to:
- (a) the financial resources of the RHB/CHC;
 - (b) the health care needs of the region or community;
 - (c) whether hospital services or other health care services provided by other agencies or the RHB/CHC were arbitrarily favoured over the OWNER or where funding to the OWNER has not been provided in like manner as funding for non denominational facilities.

Where the Panel advises the MINISTER that the Funding Letter is not reasonable, the Minister, in his or her sole discretion, shall determine the content of the Funding Letter.

- 7.4 Where an OWNER has not entered into an AGREEMENT with an RHB/CHC within 24 months of the execution of this MASTER AGREEMENT, and the OWNER alleges that the offer of the RHB/CHC was not reasonable, the Panel shall advise the MINISTER whether the offer is reasonable having regard to the terms of this MASTER AGREEMENT.

Where the Panel advises the Minister that the offer of the RHB/CHC was not reasonable, the Minister, in his or her sole discretion, shall determine the contents of the offer.

- 7.5 Where the Panel is of the opinion a decision to terminate the AGREEMENT was not reasonable having regard to:
- (a) the financial resources of the RHB/CHC;
 - (b) the health care needs of the region or community;
 - (c) whether hospital services or other health care services provided by other agencies or the RHB/CHC were arbitrarily favoured over the OWNER or where funding to the OWNER has not been provided in like manner as funding for non denominational facilities;

the Panel shall advise the Minister.


Where the Panel advises the Minister that the decision to terminate the AGREEMENT was not reasonable, the MINISTER, in his or her sole discretion, shall decide whether or not to terminate the AGREEMENT.

7.6 In this section the parties do not intend to create an arbitration process governed by the Commercial Arbitration Act or the International Commercial Arbitration Act.

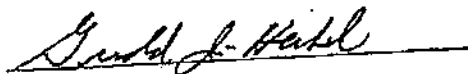
THIS MASTER AGREEMENT SHALL BE FOR THE BENEFIT OF THE PARTIES AND IN THE CASE OF THE OWNERS FOR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Signed, Sealed and Delivered at the City of Vancouver this 16th day of March, 1995.

SIGNED ON BEHALF OF
HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA



THE COMMON SEAL OF THE
DENOMINATIONAL HEALTH CARE
FACILITIES ASSOCIATION
was hereunto affixed in the presence of:





Appendix A

<i>Name of Association Member:</i>	<i>Name and Address of Facility(ies):</i>
Adventist Health Care Home Society	Rest Haven Lodge 2281 Mills Road Sidney, BC V8L 2L3
Baptist Housing Society	Central Care Home 844 Johnson Street Victoria, BC V8W 1N3 Mount Edwards Court 1002 Vancouver Street Victoria, BC V8V 3V8
Bishop of Victoria (Sole Corporation)	Saint Joseph's General Hospital 2137 Comox Street Comox, BC V9M 1P2
Broadway Pentecostal Care Society	Broadway Pentecostal Lodge 1377 Lamey's Mill Road Vancouver, BC V6H 3S9
The Calling Foundation	Blenheim Lodge 3263 Blenheim Vancouver, BC V6L 2X7
Columbus Long Term Care Society	Columbus Residence 704 West 69 th Avenue Vancouver, BC V6P 2W3
Evergreen Baptist Society	Evergreen Baptist Home 1550 Oxford Street White Rock, BC V4B 3R5
Fair Haven United Church Homes	The Fair Haven United Church Home 4341 Rumble Street Burnaby, BC V5J 3V6 The Fair Haven United Church Home 2720 East 48 th Avenue Vancouver, BC V5S 1G7

Luther Court Society	Luther Court 1525 Cedar Hill Cross Road Victoria, BC V8P 5M1
Lutheran Senior Citizens' Housing Society	Zion Park Manor 5939 – 180 th Street Surrey, BC V3S 4L2
Marie Esther Society	Mount Saint Mary Hospital 999 Burdett Avenue Victoria, BC V8V 3G7
Mennonite Benevolent Society	Menno Home 32910 Brundige Avenue Abbotsford, BC V2S 1N2 Menno Hospital 32945 Marshall Road Abbotsford, BC V2S 1K1
Mennonite Central Committee Supportive Care Services	Vallhaven Lodge 4212 Balmoral Street Abbotsford BC V4X 1Y5
Mennonite Intermediate Care Home Society of Richmond	Pinegrove Place 11331 Mellis Drive Richmond, BC V6X 1L8
Providence Health Care	Brock Farhni Pavilion 749 West 33 rd Avenue Vancouver, BC Holy Family Hospital 7801 Argyle Street Vancouver, BC V5P 3L6 Mount Saint Joseph Hospital 3080 Prince Edward Street Vancouver, BC V5T 3N4 Saint Paul's Hospital 1081 Burrard Street Vancouver, BC V6Z 1Y6 Saint Vincent's Hospital – Langara 255 West 62 nd Avenue Vancouver, BC V5Z 3L9 Youville Residence 4950 Heather Street Vancouver, BC V5Z 3L9

The Good Samaritan Society	<p>Christenson Village 585 Shaw Road Gibson's, BC V0N 1V8</p> <p>Hillside Village 2891 - 15 Avenue NE Salmon Arm, BC V1E 1G9</p> <p>Mountainview Village 1540 KLO Road Kelowna, BC</p> <p>Pioneer Lodge 1051 - 6th Avenue NE Salmon Arm, BC V1E 4S1</p> <p>Vernon Phase 1 & 2 4900 - 20th Street Vernon, BC V1T 4E8</p> <p>Village by the Station 270 Hastings Avenue Penticton, BC V2A 2V5</p> <p>New Westminster Site "M" Woodlands McBride Boulevard New Westminster, BC</p>
Governing Council of the Salvation Army	<p>Buchanan Memorial Sunset Lodge 409 Blair Avenue New Westminster, BC V3L 4A4</p> <p>Sunset Lodge 952 Arm Street Victoria, BC V9A 4G7</p>
Hope Reformed Church Society	<p>Westminster House 1653 - 140th Street Surrey, BC V4A 4H1</p>
Jewish Home for the Aged in British Columbia	<p>Louis Brier Home and Hospital 1055 West 41st Avenue Vancouver, BC V6M 1W9</p>
Kopernik (Nicolaus Copernicus) Foundation	<p>The Kopernik Lodge 3150 Rosemont Drive Vancouver, BC V5S 2C9</p>

Saint Jude's Anglican Home Society	Saint Jude's Anglican Home 810 West 27 th Avenue Vancouver, BC V5G 2G7
Saint Michael's Society	Saint Michael's Centre 7451 Sussex Avenue Burnaby, BC V5J 5C2
Tabor Home Society	Tabor Home 31944 Sunrise Crescent Clearbrook, BC V2T 1N5
United Church of Canada	Bella Coola General Hospital Box 220 Bella Coola, BC V0T 1C0 R. W. Large Memorial Hospital Box 778 Waglisla, BC V0T 1Z0 Wrinch Memorial Hospital Highway 62 Bag 100 Hazelton, BC V0J 1Y0

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Denominational Health Association
Appendix A

As of October 2001

<i>Name of Association Member:</i>	<i>Name and Address of Facility(ies):</i>
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Fair Haven United Church Homes	The Fair Haven United Church Home 4341 Rumble Street Burnaby, BC V5J 3V6 The Fair Haven United Church Home 2720 East 48 th Avenue Vancouver, BC V5S 1G7
Foursquare-Madge Meadwell Foundation	Central Park Manor 3730 Burke Street Burnaby, BC V5H 1A3

closed

Good Samaritan Society

added

Mennonite Central Committee Supportive Care Services

Governing Council of the Saivation Army	<p>Buchanan Memorial Sunset Lodge 409 Blair Avenue New Westminster, BC V3L 4A4</p> <p>Sunset Lodge 952 Arm Street Victoria, BC V9A 4G7</p>
Hope Reformed Church Society	<p>Westminster House 1653 - 140th Street Surrey, BC V4A 4H1</p>
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Mennonite Intermediate Care Home Society of Richmond	<p>Pinegrove Place 11331 Mellis Drive Richmond, BC V6X 1L8</p>
Providence Health Care	<p>Brock Farhni Pavilion 749 West 33rd Avenue Vancouver, BC</p> <p>Holy Family Hospital 7801 Argyle Street Vancouver, BC V5P 3L6</p>

added

	<p>Mount Saint Joseph Hospital 3080 Prince Edward Street Vancouver, BC V5T 3N4</p> <p>Saint Paul's Hospital 1081 Burrard Street Vancouver, BC V6Z 1Y6</p> <p>Saint Vincent's Hospital - Arbutus 6650 Arbutus Street Vancouver, BC V6P 5S5</p> <p>Saint Vincent's Hospital - Heather 749 West 33rd Avenue Vancouver, BC V5X 4V4</p> <p>Saint Vincent's Hospital - Langara 255 West 62nd Avenue Vancouver, BC V5Z 3L9</p> <p>Youville Residence 4950 Heather Street Vancouver, BC V5Z 3L9</p>	
Saint Jude's Anglican Home Society	<p>Saint Jude's Anglican Home 810 West 27th Avenue Vancouver, BC V5G 2G7</p>	
Saint Michael's Society	<p>Saint Michael's Centre 7451 Sussex Avenue Burnaby, BC V5J 5C2</p>	
Sisters of Charity of Providence	<p>Saint Mary's Hospital 220 Royal Avenue New Westminster, BC V3L 1H6</p>	
Tabor Home Society	<p>Tabor Home 31944 Sunrise Crescent Clearbrook, BC V2T 1N5</p>	
United Church of Canada	<p>Bella Coola General Hospital Box 220 Bella Coola, BC V0T 1C0</p> <p>R.W. Large Memorial Hospital Box 778 Waglisla, BC V0T 1Z0</p> <p>Wrinch Memorial Hospital Highway 62 Bag 100 Hazelton, BC V0J 1Y0</p>	

closed

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name
change
pending