

16-050-1751

**VANCOUVER ISLAND HEALTH AUTHORITY
DENOMINATIONAL AFFILIATION AGREEMENT**

Between: Vancouver Island Health Authority
1952 Bay Street
Victoria, BC V8R 1J8

Hereinafter referred to as the "VIHA"

And: The Bishop of Victoria, a corporation sole,
doing business in the name of
St. Joseph's General Hospital
2137 Comox Avenue
Comox, BC V9M 1P2

Hereinafter referred to as the "Owner"

1. PREAMBLE

- 1.1 The Health Authorities Act of British Columbia (hereinafter referred to as the "Act") empowers the VIHA to develop regional and community health plans and to enter into agreements with private and public bodies for the delivery of health care services within the region and the community in respect of which the VIHA has been designated.
- 1.2 The VIHA has been designated for the Vancouver Island Health Authority.
- 1.3 The Owner is a member of the Denominational Health Association (formerly known as the Denominational Health Care Facilities Association) and provides health care services within the Vancouver Island Health Authority.
- 1.4 The Owner operates the health care services facility commonly known as St. Joseph's General Hospital herein after referred to as the "Facility."

- 1.5 On the 16th day of March 1995, Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Health and Minister Responsible for Seniors, entered into a Master Agreement with the Denominational Health Association representing among others the Owner, which Master Agreement among other matters provides directions for the VIHA in respect of this Agreement. Any terms used in this Agreement which have been defined in the Master Agreement shall, unless otherwise defined hereunder, have the meaning indicated in the Master Agreement, as the case may be.
- 1.6 The VIHA and the Owner are desirous of entering into this Agreement.
- 1.7 The headings in this agreement are inserted for convenience of reference only, and are not to be used as an aid to interpretation of the agreement or any provision thereof.

IN CONSIDERATION OF MUTUAL COVENANTS HEREINAFTER APPEARING,
THE PARTIES THEREFORE AGREE AS FOLLOWS:

2. MISSION AND VALUES

- 2.1 The Owner has the right to operate the Facility in accordance with its own unique mission, ethical principles and values, and to determine and interpret that mission and those values in the context of its unique values and traditions, so as to preserve the spiritual nature of the Facility.

2.2 Each of the VIHA and the Owner agree that their primary objective in entering into, carrying out and administering this Agreement is to enable the Owner to provide the patients and residents of the Facility with quality care within the context of the Owner's mission and values, the terms of this Agreement, provincial legislation and respective collective agreements.

3. AGREEMENT

3.1 Sections 1, 2 and 7 of the Master Agreement of March 16, 1995, a true copy of which is annexed hereto as Schedule I, are hereby incorporated into and form part of this Agreement and for these purposes, unless the context otherwise requires, any references to the Minister and/or the Regional Health Board, in the Master Agreement means and includes the VIHA, and any reference to the Owners shall mean the Owner.

3.2 The purpose of this Agreement is:

3.2.1 to provide the framework for the cooperative working relationship between the VIHA and the Owner in the delivery of health care services within the Vancouver Island Health Authority

3.2.2 to identify reciprocal responsibilities of the parties for meeting the health care needs of citizens of the Vancouver Island Health Authority in the most effective and efficient manner possible

3.2.3 to describe the services to be provided by the Owner and contracted by VIHA.

3.2.4 to describe the principles, process and timing for funding said services.

3.3 In this Agreement, fiscal year means a period from the date this Agreement is executed to the following March 31, and thereafter each April 1 to March 31, during the term.

4. SERVICES AND PROGRAMS

4.1 The owner acknowledges that the VIHA will determine the health care programs and services it will contract from the Owner with respect to the Facility, provided the Owner is not required to provide any services which are inconsistent with the Owner's mission and values.

4.2 The services and reporting to be provided by the Owner, for the purpose of this Agreement, as described in Schedule II, may be amended by written agreement of the parties, from time to time, and without altering the remaining provisions of the Agreement.

5. OPERATION

5.1 Subject to Section 1 and 2 of the Master Agreement, the Owner and the VIHA agree to consult on community and regional health care needs and the delivery of services contemplated by this Agreement and in respect

thereof to participate in administrative arrangements the purpose of which is to achieve operating efficiencies, the reduction in overall cost, or the improvement in the quality of care. Areas for potential cooperation may include, but are not limited to, group purchasing, material management, property services, pharmacy, finance, educational services, human resources, labour relations, payroll, information systems, laundry, food services, biomedical and clinical programs.

- 5.2 The parties agree that prior to making any changes in the method of funding, the delivery or administration of services and/or the standards of service, which will impact upon the services provided by the other party, or which will have significant cost implications, the parties will meet to discuss the same.
- 5.3 Any cost implications of the implementation of the arrangements described in Article 5.1 will be considered by the Owner and the VIHA during the annual funding process described in Article 6.3.
- 5.4 The Owner agrees to cooperate with the VIHA, the Public Sector Employers Council or the Health Employers Association of British Columbia in any policy or plan for the efficient use of human resources within the health care sector including assignment of employees from one employer to another employer or other staffing arrangements consistent with the Health Authorities Act, the Public Sector Employers Act or the Labour Relations Code or equivalent Acts.

- 5.5 The Owner agrees to consult the VIHA on the appointment of the President and Chief Executive Officer of the Facility.
- 5.6 All staff of the Owner must be employed by or contracted to the Owner. The Owner shall at all times retain full and final authority respecting all staff providing services to or for the Owner.
- 5.7 In order to ensure that the mission, ethical principles and values are adhered to, such staff as well as any staff, including medical staff, of the VIHA providing services to or for any of the Owners under a contractual arrangement shall, in carrying out their duties, be required to abide by such code of conduct or guidelines as may be established from time to time by the Owner in furtherance of its mission and values.
- 5.8 The owner shall be entitled to fund from the operating funds provided by the VIHA, association memberships such as the Health Employers Association of British Columbia, Canadian Council of Health Service Accreditation, the Denominational Health Association, the Catholic Health Association, and such other associations determined appropriate by the Owner given the resources available.
- 5.9 The Owner agrees to provide the VIHA with 90 days prior written notice of the Owners intention to transfer ownership of the Facility, (or the Owner's interest therein) to a third party. Nothing in this agreement limits the right of the Owner to transfer all or part of the Facility provided that the Owner complies with all legal requirements related to that transfer.

5.10 The Owner will indemnify and save harmless the VIHA, its employees and agents from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the VIHA 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 Owner or of any agent, employee, officer, director or subcontractor of the Owner pursuant to this Agreement except liability arising out of an independent negligent, wrongful act or omission of the VIHA or any person for whom the VIHA is lawfully responsible.

5.11 The Owner agrees to carry liability insurance in form, content and amounts, as reasonably directed by the VIHA and communicated in writing from time to time to the Owner. The Owner may purchase additional insurance beyond that specified by the VIHA.

6. FUNDING

6.1 The VIHA and the Owner acknowledge that the allocation of the VIHA funds and resources shall be such that the health care facilities owned and operated by the VIHA will not be arbitrarily favoured over the Owners facility.

6.2 The VIHA and the Owner will cooperate in the development of multi-year service delivery and financial plans, taking into consideration VIHA's

service delivery requirements and projected level of funding and the Owner's projected level of service delivery, revenues, and expenditures.

- 6.3 Annual budget surpluses accumulated by the Owner will be retained by the Owner and will not be used to purchase goods or services that cause the Owner to require additional ongoing operating funds from the VIHA unless otherwise agreed in writing by both parties. The VIHA will not assume responsibility for operating or working capital deficits incurred in the Owner's operations except that which is negotiated, and formally agreed upon by the parties.
- 6.4 For each fiscal year of the Agreement and in respect of the first year within sixty (60) days and in respect of each year thereafter within thirty (30) days of the VIHA receiving notice of funding from the Ministry of Health, the VIHA shall deliver a funding letter to the Owner for the fiscal year that shall set out:
- 6.4.1 a description of the extent and level of health care services which the VIHA requires the Owner to provide during the fiscal year, all of which must be consistent with the Owner's mission and values;
 - 6.4.2 the amount of funding determined by the VIHA pursuant to the provisions of this Agreement to reimburse the Owner for the cost of rendering the health care services referred to in subsection 6.4.1.
 - 6.4.3 In the event that the funding letter is delayed, VIHA will provide an interim funding letter to the Owner.

Provided always that the Owner is not required to provide health care services which are inconsistent with the spiritual nature of the Facility and/or the religious mission and values of the Owner.

6.5 The Owner shall not undertake major capital projects including the acquisition of major capital equipment for use within the Facility without the approval of VIHA, which approval shall not be unreasonably withheld, unless the Owner, through or with the support of independent auxiliaries and Foundations or through other sources, has raised the necessary capital funds and has demonstrated to the VIHA its ability to operate the facilities or equipment so obtained without the need to resort to the operating funds received or anticipated to be received pursuant to this Agreement.

6.6 It is recognized that the Owner provides acute care and extended care services and that the VIHA will fund the owner under the applicable legislation.

7. DISPUTE MECHANISM

7.1 The VIHA and the Owner will act in good faith to resolve disputes arising from this contract. If and when all such attempts have been exhausted, all disputes arising out of or in connection with this Agreement except for disputes arising out of or in connection with Section 6.4 or that deal with the spiritual nature of the facility and/or its religious mission and values

pursuant to Sections 1 and 2 of the Master Agreement, 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, BC. The parties will share the cost of these proceedings unless otherwise assigned by the arbitrator.

7.2 In the case of a dispute arising out of or in connection with Section 6.4, the matter will be reviewed in the manner set out in Section 7 of the Master Agreement. In the event the parties are unable to agree on the appointment of the Chairperson of the independent panel established under Section 7.2 of the Master Agreement, the Minister of Health will appoint a Chairperson within thirty (30) days of a request from either party after the parties have failed to agree on a Chairperson. The Minister of Health shall appoint the Chairperson after making such inquiries of each party, as the Minister deems appropriate.

7.3 Any disputes regarding the spiritual nature of the Facility and/or the religious mission and values of the Owner pursuant to Section 1 and 2 of the Master Agreement shall be determined by the Owner and are not arbitrable under the Master Agreement or this Agreement.

8. TERMINATION RIGHTS

8.1 This Agreement:

8.1.1 shall remain in force as long as the Owner or its successor or assignee continues to operate a health care facility,

8.1.2 may be terminated by either party giving not less than 365 days written notice to the other party.

9. LIABILITY AND ASSETS

9.1 The VIHA acknowledges that the ownership and title to the Facility (St. Joseph's General Hospital, 2137 Comox Avenue, Comox, B.C), and any additional facilities which may be added thereto from time to time by the Owner belong to the Owner and the Owner shall continue to enjoy the powers and privileges of ownership including without limiting the generality of the foregoing the right to determine its mission and values in the context of its values and traditions so as to preserve the spiritual nature of the Facility, to establish such medical staff bylaws, guidelines, or code of conduct as the Owner deems necessary to safeguard the Owner's mission and values and the right to govern the Facility, appoint a President and Chief Executive Officer and approve and implement a staffing plan.

9.2 In the event termination of this Agreement leads to the wind up of the Facility, the parties agree to negotiate a plan to ensure the continuity of client care and funding for such care during that portion of the windup phase of the Facility that the Owner continues to provide services to the clients in residence. The obligations of the VIHA to fund outstanding sick,

severance and vacation costs in the event of wind-up, are described in Schedule III of this Agreement.

10. GENERAL PROVISION

10.1 Subject to the terms of the Master Agreement, the provisions herein constitute the entire agreement between the parties hereto and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

10.2 No amendment to this agreement shall be enforceable unless the same is in writing and signed by the parties hereto.

10.3 This agreement shall be for the benefit of the parties and be binding upon the parties hereto and their respective successors.

10.4 This agreement shall be governed by and construed according to the laws of the Province of British Columbia.

10.5 All notices or other communication required or permitted to be given hereunder shall be in writing and shall be sent to the following addresses or such other address as the relevant party may notify from time to time:

To VIHA:

Vancouver Island Health Authority
1952 Bay Street
Victoria, BC V8R 1J8
Telephone: (250) 370-8877
Facsimile: (250) 370-8750

To Owner:

St. Joseph's General Hospital
2137 Comox Avenue
Comox, BC V9M 1P2
Telephone: (250) 339-2242
Facsimile: (250) 330-1432

Notices sent by pre-paid registered mail shall be deemed to be received by the addressee on the seventh day (excluding Saturdays and Sundays, statutory holidays and any period of postal disruption).

Signed sealed and delivered of this day of January 14, 2004

Executed by **THE VANCOUVER ISLAND HEALTH AUTHORITY** in the presence of its Authorized signatories




Authorized Signatory




Authorized Signatory

Executed by **OWNER** in the presence of its Authorized signatories:



Authorized Signatory



Authorized Signatory

SCHEDULE I
Memorandum of Agreement
Between the
Vancouver Island Health Authority
And
The Bishop of Victoria, a corporation sole,
doing business in the name of
St. Joseph's General Hospital

Master Agreement with Denominational Health Care Facilities Association
signed March 1995.

SCHEDULE II
Memorandum of Agreement
Between the
Vancouver Island Health Authority
And
The Bishop of Victoria, a corporation sole,
doing business in the name of
St. Joseph's General Hospital

Services and Reporting

SERVICES

REPORTING

**Schedule III
Memorandum of Agreement
Between the
Vancouver Island Health Authority
And**

**The Bishop of Victoria, a corporation sole,
doing business in the name of
St. Joseph's General Hospital**

RE: Sick Leave, Severance and Vacation Costs on Wind-up of the Facility

In the event of wind-up of the Facility, the VIHA will provide sufficient funding to satisfy outstanding sick leave, severance and vacation costs for employees of the Owner.

For the purposes of this Memorandum, the Owner is a non-profit provider in the Vancouver Island Health Authority, funded exclusively by the Vancouver Island Health Authority, with significant capital investments in the Facility, and extended period of service in the Region.

For the purposes of this Memorandum the draft Ministry of Health, "Report on the Valuation of Liabilities and Costs Relating to the Sick and Severance Benefits for the Health Care Employers of British Columbia issued March 31, 1999 and as amended from time to time, will be used to define "sick leave" and "severance."

For the purposes of this Memorandum, vacation costs will include vacation costs for those employees transferred to the Owner by the Health Labour Adjustment Agency, where funding transferred to the Facility by the organization from which the employees have been transferred, has not covered the liability.

The conditions for funding sick leave, severance, and vacation costs are as follows:

- these costs are the result of a wind-up of the Facility and
- the wind-up is due to termination of the Affiliation Agreement by the VIHA, for reasons other than non-performance of the Affiliation Agreement and,
- the Owner has collaborated with the VIHA to develop a plan to wind down the Facility including the disclosure of all relevant financial information and,
- the Owner has accounted for sick, severance and vacation costs and allowance provisions in accordance with Ministry of Health Services policy and CICA accounting standards, and,
- the Owner has been unable to raise sufficient funds to cover these costs from the assets of the Owner comprising St. Joseph's General Hospital, including without restriction the operating funds, working capital, and accruals in reserve of capital accounts, capital assets and buildings comprising the Facility, but specifically not including the land or funds donated for a designated purpose.

AMENDMENT AGREEMENT
for the
Vancouver Island Health Authority

Vancouver Island Health Authority
(Central Island, North Island, South Island)

(the "VIHA")

At the following address:

South:
1952 Bay Street,
Victoria, B.C. V8R 1J8
FAX: (250) 370-8750

BETWEEN The Bishop of Victoria,
a corporation sole,
AND Doing business in the name of
St. Joseph's General Hospital
(the "owner")

At the following address:

2137 Comox Avenue
Comox, BC
V9M 1P2
Telephone: (250) 339-2242
FAX: (250) 330-1432

A. BACKGROUND

1. The parties entered into a Denominational Affiliation Agreement dated January 14, 2004, (the "Agreement").
2. The Parties have agreed to amend the Agreement.

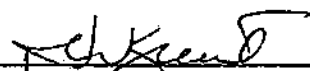
B. AGREEMENT

The VIHA and the Owner agree to the following terms:

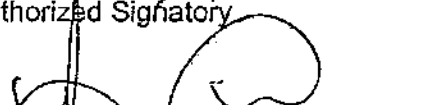
1. That Schedule II, Services and Reporting, shall be amended to read as per the attached.
2. In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this Agreement the 30 day of NOVEMBER, 2004.

Executed by **THE VANCOUVER ISLAND HEALTH AUTHORITY** in the presence of its Authorized signatories:

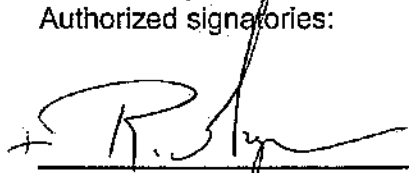


Authorized Signatory




Authorized Signatory

Executed by **OWNER** in the presence of its Authorized signatories:



Authorized Signatory



Authorized Signatory

SCHEDULE II
Memorandum of Agreement
Between the
Vancouver Island Health Authority
And
The Bishop of Victoria, a corporation sole,
doing business in the name of
St. Joseph's General Hospital

Services and Reporting

INTENT

The purpose of this schedule is to articulate services against a backdrop that is an operating agreement in which St. Joseph's is viewed as a platform for VIHA's mandated services to the population. Additionally, it presents opportunity for VIHA to plan and track improvements to services, present utilization criteria for defined populations, and account for services purchased and rendered.

SERVICES

The Owner is mandated to provide medically necessary inpatient, acute diagnostic treatment, ambulatory treatment, diagnostics and long-term care health care services to the residents as follows:

IN SCOPE

1. <u>Programs</u>	<u>Core Service Delivery Area *</u>
1.1 <u>Psychiatric Services</u>	
- Inpatient	North Island
- Adult Daycare	North Island
- Adolescent Daycare	North Island
- Upper Island Geriatric Outreach	North Island
- Physicians	North Island
1.2 <u>Long-Term Care</u>	
- Extended Care	Comox Valley
1.3 <u>Acute Care</u>	
- Diagnostic, Treatment, Rehabilitation	Comox Valley
• Ambulatory Care	Comox Valley
• Emergency	Comox Valley
• ICU	Comox Valley
• Obstetrics/Gynaecology	LHA's 71, 84, 85
• Pediatrics	Comox Valley
• Ophthalmology	North Island
• Medical & Surgical Daycare	Comox Valley
• Plastic Surgery	Comox Valley
• Orthopaedics	Comox Valley
• Otolaryngology	Comox Valley
• Internal Medicine	Comox Valley
• Pathology	Comox Valley
• Urology	North Island

- Dermatology
 - Others as Required
2. CLINICS

North Island
 North Island
Core Service Delivery Area *

- | | |
|-------------------------|----------------------------|
| • Diagnostic Imaging | Comox Valley, Powell River |
| • Laboratory | Comox Valley |
| • Cancer Care | Comox Valley |
| • Diabetes Education | Comox Valley |
| • Mammography Screening | Comox Valley |
| • Orthopaedics | Comox Valley |
| • Colposcopy | North Island, Powell River |
| • Medical Daycare | Comox Valley |
| • Others as required | North Island |

*Comox Valley = LHA 71
 North Island = LHA's 71, 72, 84, 85
 Powell River = LHA 47

*Core Service Delivery Area is meant to reflect the area where the greatest proportion of patients who receive services at the Facility reside. The above mandated services are also available to referrals from other non-core areas such as Parksville, Qualicum or Port Alberni on the basis of medical urgency and necessity without regard to origin of the referral.

The above services are to be provided for patients admitted to the Facility and until such time as a safe and appropriate discharge plan is implemented. VIHA will identify annually the total capacity to be made available within the Facility for patients who no longer require acute care and review quarterly with the Owner.

OUT OF SCOPE

Generally, tertiary services are excluded from the Owner's scope of services. Tertiary includes, but is not limited to, the following services:

- Burns
- Neurosurgery
- Surgical Vascular/Thoracic
- Neonatal Intensive Care
- Tertiary Rehab
- Forensic Psychiatry
- High Risk Obstetrical
- Advanced Spinal Surgery
- Renal Dialysis

STANDARDS

The Owner agrees to maintain in good standing with the following organizations:

- Canadian and Provincial Published Standards
- Professional Standards of relevant Colleges
- Catholic Health Association of Canada - Ethical Standards
- Canadian Council on Health Services Accreditation

SERVICE VOLUMES

- Service volumes will be negotiated in accordance with section 6.0 of this Agreement and articulated in writing to the Owner. The actual overall service volumes of the Owner may vary + or - %5 without corrective action required by the Owner.
- The Owner and VIHA may at any time enter into written agreement, consistent with this Agreement, for the delivery of additional services or increased service volumes on a fixed term basis by the Owner.

PERFORMANCE MEASUREMENT AND REPORTING

The Owner will:

- submit annually a rolling three-year service delivery plan that includes specific initiatives to meet agreed upon performance targets and funding
- submit an annual report on prior year performance based on these mutually agreed upon indicators and targets within 4 months of the fiscal year end
- submit financial and statistical data every period via the Ministry of Health. The Owner will also submit copies of its audited financial statements and period end financial reports on the same schedule as reported to the Ministry of Health
- submit clinical data via the Canadian Institute for Health Information discharge abstracts
- submit additional performance data as reasonably requested by VIHA for the purposes of developing health authority wide monitoring reports and,
- provide copies of its accreditation reports and other ad hoc reports required from time to time by VIHA.

The Owner acknowledges that VIHA may access data submitted by St Joseph's to the Ministry and CIHI for performance monitoring.

ADDITIONAL SHARED SERVICES

From time to time, the Owner and VIHA will establish shared service arrangements for such services as information technology, data storage and laboratory. A separate agreement will be established for each of these arrangements and appended to this Agreement. The value of said services will be considered each year during the establishment of the Owners funding allocation. To the extent possible it is the desire of both parties to address these arrangements in the funding allocation to the Owner rather than through an accounts payable process.

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P4-052-002

**CAPITAL HEALTH REGION
DENOMINATIONAL RESIDENTIAL CARE
AFFILIATION AGREEMENT**

Between:

Capital Health Region
2101 Richmond Avenue
Victoria, BC V8R 4R7

Hereinafter referred to as the "Authority"

And:

Marie Esther Society
Mount St. Mary Hospital
999 Burdett Avenue
Victoria, B.C. V8V 3G7

Hereinafter referred to as the "Owner"

PREAMBLE

1. The Health Authorities Act of British Columbia (hereinafter referred to as the "Act") empowers the Authority to develop regional and community health plans and to enter into agreements with private and public bodies for the delivery of health care services within the region and the community in respect of which the Authority has been designated.
 - 1.2 The Authority has been designated for the Capital Health Region.
 - 1.3 The Owner is a member of the Denominational Health Association (formerly known as the Denominational Health Care Facilities Association) and provides health care services within the Capital Regional District.
 - 1.4 The Owner operates the health care services facility commonly known as, **Mount St. Mary Hospital, 999 Burdett Avenue, Victoria, B.C. V8V 3G7** herein after referred to as the "Facility."

- 1.5 On the 16th day of March 1995, Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Health and Minister Responsible for Seniors, entered into a Master Agreement with the Denominational Health Association representing among others the Owner, which Master Agreement among other matters provides directions for the Authority in respect of this Agreement. Any terms used in this Agreement which have been defined in the Master Agreement shall, unless otherwise defined hereunder, have the meaning indicated in the Master Agreement, as the case may be.
- 1.6 The Authority and the Owner are desirous of entering into this Agreement.
- 1.7 The headings in this agreement are inserted for convenience of reference only, and are not to be used as an aid to interpretation of the agreement or any provision thereof.

IN CONSIDERATION OF MUTUAL COVENANTS HEREINAFTER APPEARING,
THE PARTIES THEREFORE AGREE AS FOLLOWS:

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- 2.1 The Owner has the right to operate the Facility in accordance with its own unique mission, ethical principles and values, and to determine and interpret that mission and those values in the context of its unique values and traditions, so as to preserve the spiritual nature of the Facility.

- 2.2 Each of the Authority and the Owner agree that their primary objective in entering into, carrying out and administering this Agreement is to enable the Owner to provide the residents of the Facility with quality care within the context of the Owner's mission and values, the terms of this Agreement, provincial legislation and respective collective agreements.

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- 3.2 The purpose of this Agreement is:

3.2.1 to provide the framework for the cooperative working relationship between the Authority and the Owner in the delivery of health care services within the Capital Health Region.

3.2.2. to identify reciprocal responsibilities of the parties for meeting the health care needs of citizens of the Capital Health Region in the most effective and efficient manner possible.

3.2.3 to describe the services to be provided by the Owner.

3.2.4 to describe the principles, process and timing for funding said services.

3.3 In this Agreement, fiscal year means a period from the date this Agreement is executed to the following March 31, and thereafter each April 1 to March 31 during the term.

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4.1 The Owner acknowledges that the Authority will determine the health care programs and services it will contract from the Owner with respect to the Facility, provided the Owner is not required to provide any services which are inconsistent with the Owner's mission and values.

4.2 The services and reporting to be provided by the Owner, for the purpose of this Agreement, as described in Schedule II, may be amended by written agreement of the parties, from time to time, and without altering the remaining provisions of the Agreement.

5. OPERATION

5.1 Subject to Section 1 and 2 of the Master Agreement, the Owner and the Authority agree to consult on community and regional health care needs and the delivery of services contemplated by this Agreement and in respect thereof to participate in administrative arrangements the purpose of which is to achieve operating efficiencies, the reduction in overall cost, or the improvement in the quality of care. Areas for potential cooperation may include, but are not limited to, group purchasing, material management, property services, pharmacy, finance, educational services, human resources, labour relations, payroll, information systems, laundry, food services, bio-medical and clinical programs.

- 5.2 The parties agree that prior to making any changes in the method of funding, the delivery or administration of services and/or the standards of service, which will impact upon the services provided by the other party, or which will have significant cost implications, the parties will meet to discuss the same.
- 5.3 Any cost implications of the implementation of the arrangements described in Article 5.1 will be considered by the Owner and the Authority during the annual funding process described in Article 6.3.
- 5.4 The Owner agrees to cooperate with the Authority, the Public Sector Employers Council or the Health Employers Association of British Columbia in any policy or plan for the efficient use of human resources within the health care sector including assignment of employees from one employer to another employer or other staffing arrangements consistent with the Health Authorities Act, the Public Sector Employers Act or the Labour Relations Code or equivalent Acts.
- 5.5 The Owner agrees to consult the Authority on the appointment of the Chief Executive Officer of the Facility.
- 5.6 All staff of the Owner must be employed by or contracted to the Owner. The Owner shall at all times retain full and final authority respecting all staff providing services to or for the Owner.
- 5.7 In order to ensure that the mission, ethical principles and values are adhered to, such staff as well as any staff, including medical staff, of the Authority providing services to or for any of the Owners under a contractual arrangement shall, in carrying out their duties, be required to abide by such code of conduct or guidelines as may be established

from time to time by the Owner in furtherance of its mission and values.

- 5.8 The Owner shall be entitled to fund from the operating funds provided by the Authority, association memberships such as the Health Employers Association of British Columbia, Canadian Council of Health Service Accreditation, the Denominational Health Association and such other associations determined appropriate by the Owner given the resources available.
- 5.9 The Owner agrees to provide the Authority with 90 days prior written notice of the Owners intention to transfer ownership of the Facility, (or the Owner's interest therein) to a third party. Nothing in this agreement limits the right of the Owner to transfer all or part of the Facility provided that the Owner complies with all legal requirements related to that transfer.
- 5.10 The Owner will indemnify and save harmless the Authority, its employees and agents from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Authority 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 Owner or of any agent, employee, officer, director or subcontractor of the Owner pursuant to this Agreement except liability arising out of an independent negligent, wrongful act or omission of the Authority or any person for whom the Authority is lawfully responsible.

- 5.11 The Owner agrees to carry liability insurance in form, content and amounts, as reasonably directed by the Authority and communicated in writing from time to time to the Owner. The Owner may purchase additional insurance beyond that specified by the Authority.

6. FUNDING

- 6.1. The Authority and the Owner acknowledge that the allocation of the Authority funds and resources shall be such that the health care facilities owned and operated by the Authority will not be arbitrarily favored over the Owners facility.
- 6.2. Annual budget surpluses accumulated by the Owner will be retained by the Owner and will not be used to purchase goods or services that cause the Owner to require additional ongoing operating funds from the Authority unless otherwise agreed in writing by both parties. The Authority will not assume responsibility for any operating or working capital deficits incurred in the Owner's operations except that which is negotiated in the event of a windup of the Facility.
- 6.3. For each fiscal year of the Agreement and in respect of the first year within sixty (60) days and in respect of each year thereafter within thirty (30) days of the Authority receiving funding from the Ministry of Health, the Authority shall deliver a funding letter to the Owner for the fiscal year that shall set out:
- 6.3.1. a description of the extent and level of health care services which the Authority requires the Owner to provide during the fiscal year, all of which must be consistent with the Owner's mission and values;

6.3.2. the amount of funding determined by the Authority pursuant to the provisions of this Agreement to reimburse the Owner for the cost of rendering the health care services referred to in subsection 6.3.1

provided always that the Owner is not required to provide health care services which are inconsistent with the spiritual nature of the Facility and/or the religious mission and values of the Owner.

6.4. The Owner shall not undertake major capital projects including the acquisition of major capital equipment for use within the Facility without the approval of the Authority, which approval shall not be unreasonably withheld, unless the Owner through or with the support of independent auxiliaries and foundations or through other sources has raised the necessary capital funds and has demonstrated to the Authority its ability to operate the facilities or equipment so obtained without the need to resort to the operating funds received or anticipated to be received pursuant to this Agreement.

6.5. It is recognized that the Owner provides continuing care and that the Authority will fund the Owner under the Hospital Act.

7. DISPUTE MECHANISM

7.1. All disputes arising out of or in connection with this Agreement except for disputes arising out of or in connection with Section 6.3 or that deal with the spiritual nature of the facility and/or its religious mission and values pursuant to Sections 1 and 2 of the Master Agreement, 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, BC. The parties will share the cost of these proceedings unless otherwise assigned by the arbitrator.

7.2. In the case of a dispute arising out of or in connection with Section 6.3, the matter will be reviewed in the manner set out in Section 7 of the Master Agreement. In the event the parties are unable to agree on the appointment of the Chairperson of the independent panel established under Section 7.2 of the Master Agreement, the Minister of Health will appoint a Chairperson within thirty (30) days of a request from either party after the parties have failed to agree on a Chairperson. The Minister of Health shall appoint the Chairperson after making such inquiries of each party, as the Minister deems appropriate.

7.3. Any disputes regarding the spiritual nature of the Facility and/or the religious mission and values of the Owner pursuant to Section 1 and 2 of the Master Agreement shall be determined by the Owner and are not arbitrable under the Master Agreement or this Agreement.

8. TERMINATION RIGHTS

8.1. This Agreement:

8.1.1. shall remain in force as long as the Owner or its successor or assignee continues to operate a health care facility,

8.1.2. may be terminated by either party giving not less than 365 days written notice to the other party.

9. LIABILITY AND ASSETS

- 9.1. The Authority acknowledges that the ownership and title to the "Facility", and any additional facilities which may be added thereto from time to time by the Owner belong to the Owner and the Owner shall continue to enjoy the powers and privileges of ownership including without limiting the generality of the foregoing the right to determine its mission and values in the context of its values and traditions so as to preserve the spiritual nature of the Facility, to establish such medical staff bylaws, guidelines, or code of conduct as the Owner deems necessary to safeguard the Owner's mission and values and the right to govern the Facility, appoint a Chief Executive Officer and approve and implement a staffing plan.
- 9.2. In the event termination of this Agreement leads to the wind up of the Facility, the parties agree to negotiate a plan to ensure the continuity of client care and funding for such care during that portion of the windup phase of the Facility that the Owner continues to provide services to the clients in residence. The obligations of the Authority to fund outstanding sick, severance and vacation costs in the event of wind-up, are described in Schedule III of this Agreement.

10. GENERAL PROVISION

- 10.1. Subject to the terms of the Master Agreement, the provisions herein constitute the entire agreement between the parties hereto and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

- 10.2. No amendment to this agreement shall be enforceable unless the same is in writing and signed by the parties hereto.
- 10.3. This agreement shall be for the benefit of the parties and be binding upon the parties hereto and their respective successors.
- 10.4. This agreement shall be governed by and construed according to the laws of the Province of British Columbia.
- 10.5. All notices or other communication required or permitted to be given hereunder shall be in writing and shall be sent to the following addresses or such other address as the relevant party may notify from time to time:

To Authority:

Capital Health Region
2101 Richmond Avenue
Victoria, B.C. V8R 4R7

Telephone: (250) 370-8877
Facsimile: (250) 370-8750

To Owner:

Marie Esther Society
Mount St. Mary Hospital
999 Burdett Avenue
Victoria, BC V8V 3G7

Notices sent by pre-paid registered mail shall be deemed to be received by the addressee on the seventh day (excluding Saturdays and Sundays, statutory holidays and any period of postal disruption).

Signed sealed and delivered of this day of February 12, 2000

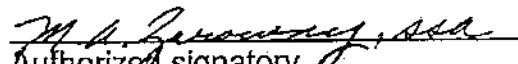
Executed by **THE CAPITAL HEALTH**
REGION in the presence of
its Authorized signatories:

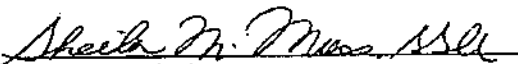

Authorized signatory

Authorized signatory

Executed by

SOCIETY in the presence of its
Authorized signatories:


Authorized signatory


Authorized signatory

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.

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

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

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:



Name of Association Member:

Name and Address of Facility:

Chara Health Care Society (continued)

Saint Vincent's Hospital - Heather
749 West 33rd Avenue
Vancouver, BC
V5Z 2K4

Saint Vincent's Hospital - Langara
255 West 62nd Avenue
Vancouver, BC
V5X 4V4

Youville Residence
4950 Heather Street
Vancouver, BC
V5Z 3L9

Columbus Long Term Care Society

Columbus Residence
704 West 69th Avenue
Vancouver, BC
V6P 2W3

Evergreen Baptist Care Society

Evergreen Baptist Home
1550 Oxford Street
White Rock, BC
V4B 3R5

The Fair Haven United Church
Homes Society

The Fair Haven United Church Home
4341 Rumble Street
Burnaby, BC
V5J 3V6

The Fair Haven United Church Home
2720 East 48th Avenue
Vancouver, BC
V5S 1G7

Name of Association Member:

Name and Address of Facility:

The Marie Ann Blondin Society

Mount Saint Francis Hospital
1300 Gordon Road
Nelson, BC
V1L 1K8

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 Intermediate Care Home
Society of Richmond

Pinegrove Place
11331 Mellis Drive
Richmond, BC
V6X 1L8

Saint Jude's Anglican Home Society

Saint Jude's Anglican Home
810 West 27th Avenue
Vancouver, BC
V5Z 2G7

Saint Michael's Society

Saint Michael's Centre
7451 Sussex Avenue
Burnaby, BC
V5J 5C2

Sisters of Charity of Providence

Saint Mary's Hospital
220 Royal Avenue
New Westminster, BC
V3L 1H6

SCHEDULE II

Services and Reporting

SERVICES

The Owner agrees to:

1. Provide the following services: (scope and quantity)

126 Extended Care beds

Community Bathing Program (24 baths per week)

2. Ensure access to such services for the following target population.

Long Term Care eligible clients referred by the Authority.

REPORTING

The Owner agrees to:

1. Prepare and submit standard quarterly financial reports and annual audited financial statements to the Authority.
2. Prepare and submit an annual report to the Authority that summarizes the Owner's services according to the following guidelines:

DRAFT Annual Report Guideline

Quality Dimensions	Outcome Objective
Access <i>The ability of the individual to obtain services at the right place and at the right time, based on respective needs; may include convenience, transportation, parking, languages spoken etc.</i>	<ul style="list-style-type: none"> • Provide timely access to services for eligible clients. • Eliminate unnecessary barriers to service.
Effectiveness <i>The interventions or actions achieve desired results.</i>	<ul style="list-style-type: none"> • Improve/maintain quality of life for residents/patients. • Improve/maintain resident /client functioning.
Efficiency/Utilization/Cost <i>Achieving the desired results with the most cost-effective use of resources available.</i>	<ul style="list-style-type: none"> • Use available resources efficiently E.g. Reduce/maintain indirect care costs.
Acceptability/Customer Satisfaction <i>Services provided meet the expectations of the client, community, providers and paying organizations; the quality, results, costs, convenience of service provider attitudes may be considered when assessing acceptability.</i>	<ul style="list-style-type: none"> • Improve/maintain client & family satisfaction in the areas of: responsiveness, cultural diversity, choice and self-determination, care and empathy.
Appropriateness <i>The extent to which services are relevant to the clients needs and are based on established standards.</i>	<ul style="list-style-type: none"> • Increase/maintain no. of community discharges • Minimize/stabilize the no. of facility and hospital transfers • Meet quality assurance and accreditation standards
Continuity/Integration <i>The ability to provide uninterrupted, coordinated service across programs, practitioners, organizations and levels of service, over time.</i>	<ul style="list-style-type: none"> • Coordinate services with other health agencies.
Safety/Risk Management <i>The potential risks of an intervention or the environment are avoided or minimized. An individuals knowledge and skills are appropriate to the service being provided and regularly evaluated.</i>	<ul style="list-style-type: none"> • Ensure the health and safety for residents/patients and staff. • Meet applicable licensing regulations

Schedule III
Memorandum of Agreement
Between the
Capital Health Region
and

Mount St. Mary
Central Care Home
Luther Court

Mt. Edwards Court
Rest Haven Lodge
Sunset Lodge

Re: Sick Leave, Severance and Vacation Costs on Wind-up of the Facility

In the event of wind-up of the Facility, the Authority will provide sufficient funding to reasonably satisfy outstanding sick leave, severance and vacation costs for employees of the Owner.

For the purposes of this Memorandum, the Owner is a non-profit residential care provider in the Capital Health Region, funded exclusively by the Capital Health Region, with significant capital investments in the Facility, and an extended period of service in the Region.

For the purposes of this Memorandum the draft Ministry of Health "Report on the Valuation of Liabilities and Costs Relating to the Sick and Severance Benefits for the Health Care Employers of British Columbia as at March 31, 1999" will be used to define "sick leave" and "severance."

For the purposes of this Memorandum, vacation costs will be include vacation costs for those employees transferred to the Owner by the Health Labour Adjustment Agency, where funding transferred to the Facility by the organization from which the employees have been transferred, has not covered the liability.

The conditions for funding sick leave, severance and vacation costs are as follows:

- these costs are the result of a wind-up of the Facility and
- the wind-up is due to termination of the Affiliation Agreement by the Authority, for reasons other than non performance of the Affiliation Agreement and,
- the Owner has collaborated with the Authority to develop a plan to wind down the Facility including the disclosure of all relevant financial information and,
- the Owner has complied with written direction from the Authority to direct operating funds into reserve for these costs over time and,
- the Owner has made every effort to cover these costs including but not limited to using the Facility operating funds, working capital, and accruals in reserve or capital accounts, not otherwise committed, but not including funds donated for a designated purpose.

THE UNDERSIGNED, being all the Directors of The Marie Esther Society, do hereby confirm the following Resolutions passed at a meeting of Directors held on February 12, 2000.

WHEREAS the Board of Management of Mount St. Mary Hospital passed a resolution on January 25, 2000 requesting the Directors to sign an Affiliation Agreement between the Society and the Capital Health Region in the form appended to these resolutions (the "Agreement");

AND WHEREAS the Board of Management has informed the Directors that the form and content of the Agreement is acceptable for Mount St. Mary Hospital;

AND WHEREAS the Directors have determined, on advice of the Solicitor for the Society, that the Agreement is made pursuant to the provisions of the *Health Authorities Act*, R.S.B.C., 1996, c. 180.

NOW THEREFORE BE AND IT IS HEREBY RESOLVED THAT:

1. The Directors will execute the Agreement in the form appended to these resolutions in triplicate and deliver the Agreement together with a copy of these resolutions to the Board of Management.
2. The Board of Management will provide to the Directors an original of the Agreement duly executed by all parties within a reasonable time.
3. From the date of the Agreement the Board of Management shall carry on the administration of Mount St. Mary Hospital with due regard for the terms of the Agreement.

Director

Director

Director

Director

Director

February 25, 2000

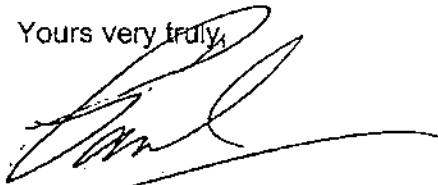
Colleen Black
Chief Executive Officer
Mt. St. Mary Hospital
999 Burdett Street
Victoria, BC V8V 3G7

Dear Colleen:

Please find enclosed an original copy of the signed affiliation agreement between the Capital Health Region and the Marie Esther Society.

Thank you again for your support in the development of this document.

Yours very truly,



Paul Bingham
Manager, Facility Liaison & Placement

PB:ss

cc: Jim Deas, CHR Finance

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; *performance*
- (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.

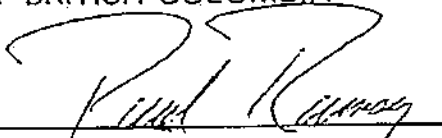
Where the Panel advises the Minister that the decision to terminate the AGREEMENT was not reasonable, the MINISTER, in his or her sole discretion, shall decide whether or not to terminate the AGREEMENT.

- 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.

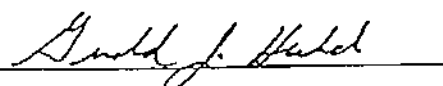
THIS MASTER AGREEMENT SHALL BE FOR THE BENEFIT OF THE PARTIES AND IN THE CASE OF THE OWNERS FOR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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:



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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.

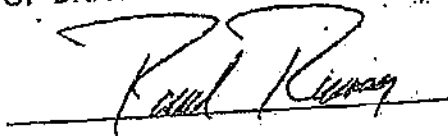
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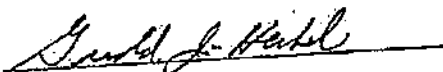
THIS MASTER AGREEMENT SHALL BE FOR THE BENEFIT OF THE PARTIES AND IN THE CASE OF THE OWNERS FOR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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 Burrdett 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	Valhagen 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 Parhni 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 4B8</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>
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
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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
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 Salvation Army	Buchanan Memorial Sunset Lodge 409 Blair Avenue New Westminster, BC V3L 4A4 Sunset Lodge 952 Arm Street Victoria, BC V9A 4G7
Hope Reformed Church Society	Westminster House 1653 - 140 th Street Surrey, BC V4A 4H1
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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

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>Winch Memorial Hospital Highway 62 Bag 100 Hazelton, BC V0J 1Y0</p>

closed

closed

closed

name
change
pending

AFFILIATION AGREEMENT

Vancouver —
Providence
Affiliation
Agreement

THIS AGREEMENT dated effective as of the 16th day of June, 1998 is
between

VANCOUVER/RICHMOND HEALTH BOARD, a corporation
pursuant to designation by the Minister as a regional health board
for the Vancouver/Richmond Region under section 4 of the *Health
Authorities Act*, and having an office at 2nd Floor, Room 2052,
655 West 12th Avenue, Vancouver, British Columbia V5Z 4R4

(the "Regional Health Board")

and

**SISTERS OF CHARITY OF PROVIDENCE IN BRITISH
COLUMBIA**, (Incorporated under the *Sisters of Charity Act*,
1892), Owner/Operator, St. Paul's Hospital)

and

**SISTERS OF PROVIDENCE OF SAINT VINCENT de
PAUL, HOLY FAMILY HOSPITAL, VANCOUVER, B.C.**,
(Incorporated Owner/Operator of Holy Family Hospital)

and

CHARA HEALTH CARE SOCIETY, (Incorporated
Owner/Operators of: Mount Saint Joseph Hospital; Saint
Vincent's Hospital, Arbutus; Saint Vincent's Hospital, Heather;
Saint Vincent's Hospital, Langara; Youville Residence, Brock
Farhni)

(the "Vancouver Catholic Health Care Group")

1.0 PREAMBLE

1.1 Principles

The following principles have provided direction for the development of this Agreement:

- The establishment of affiliation agreements is directed by the Ministry of Health.

- The Regional Health Board is responsible and accountable for ensuring the efficiency, effectiveness and quality of the services delivered within the Region. The Vancouver Catholic Health Care Group is responsible for the effectiveness, efficiency and quality of the services provided in their facilities.
- The Regional Health Board acknowledges the importance of consultation in the decision-making process.
- The Regional Health Board acknowledges the importance of the religious mission and values in the operation of the Vancouver Catholic Health Care Group.

1.2 The Health Authorities Act of British Columbia (Act) empowers the Regional Health Board to develop regional/community health plans and to enter into agreements with private and public bodies for the delivery of health care services within the region/community in respect of which the Regional Health Board has been designated.

1.3 The Regional Health Board has been designated for the Vancouver/Richmond Health Region.

1.4 The Owners/Operators are members of the Denominational Health Association which provides health care services within the Vancouver/Richmond Region as well as other regions.

1.5 On the 16th day of March 1995 her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Health and Minister Responsible for Seniors entered into a Master Agreement with the Denominational Health Association representing among others the Owners/Operators, which Master Agreement among other matters provides directions for the Regional Health Board in respect of this Agreement. Any terms used in this Agreement which have been defined in the Master Agreement shall, unless otherwise defined hereunder, have the meaning indicated in the Master Agreement, as the case may be.

The parties therefore agree as follows:

2. AGREEMENT

2.1 The Owners/Operators operate the health care facilities commonly known as:

CHARA Health Care Society

749 West 33rd Avenue
Vancouver, B.C. V5Z 2K4

- St. Vincent's Hospital, Arbutus
- St. Vincent's Hospital, Brock Fahrni
- St. Vincent's Hospital, Heather
- St. Vincent's Hospital, Langara
- Youville Residence
- Mount Saint Joseph Hospital

Holy Family Hospital

7801 Argyle Street
Vancouver, B.C. V5P 3L6

St. Paul's Hospital

1081 Burrard Street
Vancouver, B.C. V6Z 1Y6

2.2 The Regional Health Board and the Owners/Operators wish to enter into this Agreement.

2.3 Sections 1, 2, 3, and 7 of the said Master Agreement of March 16, 1995, a true copy of which is annexed hereto as Schedule 1, is hereby incorporated into and forms part of this Agreement and for these purposes reference in the Master Agreement to "Owners" in paragraphs 1, 2, 3, and 7 shall mean the Owners/Operators, and any reference in the Master Agreement to "RHB or CHC" or "RHB/CHC" in paragraphs 2, 3, and 7 shall mean the Regional Health Board.

2.4 If there is disagreement between this Agreement and the Master Agreement, the Master Agreement will prevail.

3. MISSION AND VALUES

3.1 The Regional Health Board affirms the Owners/Operators have the right to develop, implement and enforce the religious mission, values, ethical principles and guidelines respecting and governing the operation of programs and services contracted by the Regional Health Board and the Owners/Operators, in accordance with the Ethical Principles as per the Catholic Health Association of Canada's *Health Care Ethics Guide* approved from time to time by the Canadian Conference of Catholic Bishops or its successor organization.

4.0 SERVICES AND PROGRAMS

4.1 The Owners/Operators through the Vancouver Catholic Health Care Group and the Regional Health Board will cooperate with each other with respect to programs and services provided. It is agreed the Regional Health Board will provide leadership in providing an effective needs based planning process within the Region, and that the Regional Health Board will ensure that the Owners/Operators are actively involved in this planning process.

4.2 The Owners/Operators through the Vancouver Catholic Health Care Group may deliver additional programs and services provided there is a demonstrated need, available resources and approval by the Regional Health Board.

4.3 The Owners/Operators through the Vancouver Catholic Health Care Group shall be responsible and accountable to the Regional Health Board for the agreed upon delivery of programs and services and without limiting the generality of the foregoing, shall comply with the program accountability and fiscal accountability provisions of the Regional Health Board or the agreed upon programs and services in existence at the date of execution of this Agreement as described herein and any amendments thereto from time to time agreed upon by the parties.

5.0 OPERATION

5.1 The Regional Health Board will consult with the Vancouver Catholic Health Care Group on decisions which will significantly impact the health care facilities, providing as much notice as is reasonably possible.

5.2 All staff of the Owners/Operators shall be the staff of the Owners/Operators. For greater certainty, the Owners/Operators shall at all times retain full and final authority respecting all staff providing services to or for the Owners/Operators. The Owners/Operators agree to abide by the guiding principles established by the Regional Health Board with respect to the treatment of staff.

5.3 All such staff, as well as any staff of the Regional Health Board providing services to or for the Owners/Operators under a contractual arrangement shall, in the carrying out of their duties, be required to respect the Health Care Ethics and Principles and shall support the religious mission and values established from time to time by the Owners/Operators.

5.4 The parties agree that they will endeavor to establish mutually acceptable mechanisms to cooperate with each other in assisting with the placement of staff affected by the regionalization of health programs and services, to the extent that the Regional Health Board is not prohibited by law or by its own collective agreements from doing so.

5.5 The Owners/Operators through the Vancouver Catholic Health Care Group shall be entitled to fund out of operating monies association memberships such as HEABC, CHAC, CHABC, the Denominational Health Association and such associations as determined appropriate by the Owners/Operators.

5.6 With the approval of the Regional Health Board, the Owners/Operators through the Vancouver Catholic Health Care Group may contract with other Community Health Councils, other Regional Health Boards, other health care facilities and with other organizations for the provision of their corporate or other services to or by the Owners/Operators.

5.7 The Owners/Operators agree to accept liability related to the operation of their organizations, carry adequate liability insurance, and provide proof thereof, and maintain appropriate risk management practices.

5.8 The Owners/Operators will indemnify and save harmless the Regional Health Board and the Province including the Regional Health Board's and the Province's employees and agents, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Province and/or the Regional Health Board may sustain, incur, suffer or be put to any time, either before or after the expiration of termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly by reason or any act of omission of the Owners/Operators or of any agent, employee, officer, director or sub-contractor of the Owners/Operators pursuant to this Agreement.

5.9 The Owners/Operators through the Vancouver Catholic Health Care Group shall, through its Board of Directors/Trustees take such measures as are necessary to manage the financial, human and physician resources under their control so as to meet:

- the terms of the agreement entered into with the Regional Health Board for the provision of health services;
- compliance with licensing regulations, provincial policies, legislation and standards for health care;

- provincial and/or national Accreditation standards;
 - 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 Regional Health Board and/or community and to do so in collaboration with other pertinent health bodies.
- 5.10 Subject to Sections 1, 2, and 3 of the Master Agreement, the Owners/Operators through the Vancouver Catholic Health Care Group agree to consult with the Regional Health Board on community and regional health care needs and the delivery of services contemplated by this Agreement and in respect thereof to participate in administrative arrangements, the purpose of which is to achieve operating efficiencies, reduction in overall cost or improvement in quality of service and to cooperate with the Regional Health Board, the Public Sector Employers Council or the Health Employers' Association in any policy or plan for the efficient use of human resources within the health care sector including assignment of employees from one employer to another employer or other staffing arrangements consistent with the Health Authorities Act, the Public Sector Employers Act or the Labour Relations Code. Such strategies and areas for potential cooperation may include, but are not limited to: group purchasing, materiel management, property services, pharmacy, finances, educational services, human resources, payroll, information systems, laundry, food services and clinical programs. The purpose of such cooperative administrative arrangements is to achieve improvement of quality of services, operating efficiencies or reduction on overall costs. Should there be increased costs to the Vancouver Catholic Health Care Group in implementing regional initiatives, these costs will be considered by the Regional Health Board in the funding allocation.

6.0 FUNDING

- 6.1 For each fiscal year of this Agreement and in respect of the first year within 60 days and in respect of each year thereafter within 30 days of the Regional Health Board receiving funding, the Regional Health Board shall deliver a funding letter for the fiscal year that shall set out:
- 6.1.1 a description of the extent and level of health care services including performance contracts as may be required which the Regional Health Board requires the Owners/Operators through the Vancouver Catholic Health Care Group to provide, in accordance with the needs identified as part of the ongoing planning process referred to in Section 4.1.
 - 6.1.2 the amount of funding determined by the Regional Health Board to reimburse the Owners/Operators through the Vancouver Catholic Health Care Group for the cost of rendering the health care services referred to in subsection 6.1.1 above.

- 6.1.3 the Regional Health Board reserves the right to review and amend the funding letter if the Ministry of Health increases or decreases the funding allocation to the Regional Health Board subsequent to the delivery of the funding letter to the Vancouver Catholic Health Care Group.
- 6.1.4 It is understood that the Owners/Operators will not be required to provide health care services which are inconsistent with the spiritual nature of the facility and/or the religious mission and values of the Owners/Operators.
- 6.1.5 the Owners/Operators through the Vancouver Catholic Health Care Group shall provide to the Regional Health Board for approval an integrated budget within 30 days of receiving their funding letter.
- 6.2 The Owners/Operators have the authority to set non-contract salary levels within the guidelines of the Health Employers' Association.
- 6.3 The Owners/Operators shall not undertake major capital projects including the acquisition of major capital equipment (in excess of \$100,000) for use within the facility without the approval of the Regional Health Board unless the Owners/Operators 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.
- 6.4 The Regional Health Board acknowledges the need to provide capital funding to the Owners/Operators through the Vancouver Catholic Health Care Group in order to maintain and upgrade buildings and equipment.
- 6.5 The Regional Health Board shall fund the Owners/Operators under the Hospital Insurance Act or such other Act pursuant to which the Owners/Operators provision of programs and services pursuant to the Agreement may be funded.
- 6.6 The Regional Health Board funding obligations shall be subject to such funding, if any, as is provided to the Owners/Operators directly by the Ministry of Health after March 31, 1996.
- 6.7 The Regional Health Board agrees that accumulated surpluses will be retained by the Owners/Operators utilized for the benefit of residents of the Regional Health Board as agreed by the parties. Furthermore, the Regional Health Board will not assume responsibility for any operating or working capital deficit incurred in the Owners/Operators ongoing operations. For the purpose of this Clause, working capital shall exclude accrued vacation and accrued sick and severance liabilities which are considered wind-down costs referenced in Clause 9.3.

- 6.8 In order to properly allocate the funding available for health throughout the Regional Health Board, the Regional Health Board requires knowledge of costs and revenues relating to the operations. The Owners/Operators shall keep full and proper books and records of its affairs in accordance with generally accepted accounting principles. Books and records and all reports and other information relating to implementation and carrying out of the operations shall be provided to the Regional Health Board through regular reports, all in form, substance and timing satisfactory to the Regional Health Board and the Ministry of Health.

7. DISPUTE MECHANISM

- 7.1 If there is a disagreement between the Owners/Operators and the Regional Health Board on any matter relating to this Affiliation Agreement, the Owners/Operators and the Regional Health Board agree to work towards a resolution thereof in joint meetings between their respective representatives.

Failure to resolve disputes arising out of or in connection with this Agreement except for disputes arising out of or in connection with Section 6 will result in referral to mediation and if required, finally resolve by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration will be Vancouver, British Columbia. In the case of a dispute arising out of or in connection with Section 6, the matter will be reviewed in the manner set out in Section 7 of the Master Agreement.

- 7.2 In the event the parties are unable to agree in the appointment of the Chairperson of the independent panel, established under Section 7.2 of the Master Agreement, the Minister of Health will appoint a Chairperson.
- 7.3 Any dispute regarding the spiritual nature of the facilities and/or the religious mission and values of the Owners/Operators pursuant to Section 1 and 2 of the Master Agreement shall be determined by the Owners/Operators and is not arbitrable under the Master Agreement or this Agreement.

8. TERMINATION RIGHTS

- 8.1 This Agreement shall remain in force as long as the Owners/Operators (or their successor or assignee) continue to operate the facilities within the Vancouver Catholic Health Care Group. This Agreement may be terminated by either party giving not less than 365 days written notice to the other party. 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.

- 8.2 The Agreement will end if the Owners/Operators have failed to comply with this Affiliation Agreement and the Regional Health Board has given the Owners/Operators notice that the Affiliation Agreement has ended or will end on a date specified in the notice. Funding would be adjusted according to notice.

9. LIABILITY AND ASSETS

- 9.1 The Regional Health Board acknowledges the Owners/Operators and title to the land and facilities at 1081 Burrard Street, Vancouver, B.C., V6Z 1Y6, the land and facilities at 749 West 33rd Avenue, Vancouver, B.C., V5Z 2K4, the land and facilities at 4950 Heather Street, Vancouver, B.C., V5Z 3L9, the land at 7801 Argyle Street, Vancouver, B.C., V5P 3L6, the land and facilities at 3080 Prince Edward Street, Vancouver, B.C., V5T 3N4, and those additional lands and facilities as may be added from time to time and the Owners/Operators shall continue to enjoy the powers and privileges of Owners/Operatorship including without limiting the generality thereof the right to determine in the context of their respective religious values and traditions, the mission and values of the Owners/Operators so as to preserve the spiritual nature of the facility.

- 9.2 In the event of termination of the Agreement, the equity of the Owners/Operators in the land, buildings and properties of the facilities and other assets and liabilities of the Owners/Operators will be recognized by the Regional Health Board. Consideration will also be given to:

- (a) whether or not the Regional Health Board has an interest in the said properties, and
- (b) the fair value and amounts of the Regional Health Board's interest in the said properties, if any, and
- (c) the fair value and amounts of the Owners/Operators' equity in the land, buildings and properties generally and other contributions by the Owners/Operators, and
- (d) the amount of any liabilities of the Owners/Operators.

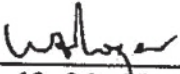
These issues will be mutually agreed upon by both parties in subsequent agreements to be negotiated by the parties in good faith. Such agreements would require the final review and approval by the Ministry of Health.


- 9.3 In the event of termination of the Agreement that leads to a wind up of the Vancouver Catholic Health Care Group or member thereof, the Regional Health Board will provide sufficient funding to reasonably satisfy the outstanding sick and severance accruals and vacation pay accruals.

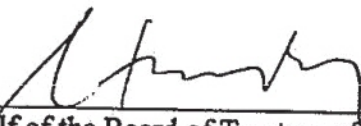
This Agreement shall be for the benefit of the parties and their respective successors and assignees.

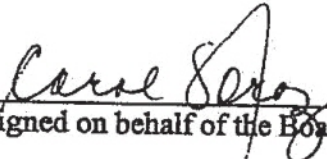
Signed, Sealed and Delivered on this

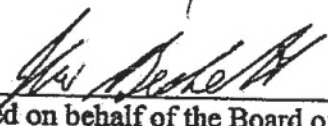
16th day of June, 1998


Signed on behalf of the Vancouver/Richmond Health Board


Signed on behalf of the Vancouver Catholic Health Care Group


Signed on behalf of the Board of Trustees of St. Paul's Hospital


Signed on behalf of the Board of Directors of CHARA Health Care Society


Signed on behalf of the Board of Directors of Holy Family Hospital

AFFILIATION AGREEMENT FOR Wrinch Memorial Hospital, Hazelton, B.C.

PREAMBLE

Northern Health ("NH") and The United Church Health Services Society ("UCHSS") are committed to providing quality health care to the people of Hazelton and area, British Columbia ("Hazelton").

To help establish a productive and on-going relationship, NH and the UCHSS have agreed to set out the nature of their relationship in respect to provision of health services in Hazelton.

The parties confirm that this contract is subject to the Master Denominational Agreement, the terms of which are reflected in Schedule E to this contract.

BETWEEN

Northern Health
#600 - 299 Victoria Street,
Prince George, British Columbia, V2L 5B8

("NH")

AND

The United Church Health Services Society, providing services from the facility and site commonly referred to as: Wrinch Memorial Hospital which site and premises together with all fixtures and assets employed therein for the delivery of the services described in this contract are herein referred to as the "Hospital".

("UCHSS")

PURPOSE OF CONTRACT

1. The purpose of this contract is:
 - 1.1 to provide a framework for a cooperative working relationship between NH and the UCHSS for the delivery of health care services in and from the Hospital and elsewhere in Hazelton and area,
 - 1.2 to identify the nature of health care services ("Services") to be delivered, as set out in Schedules A and F to this contract.

RESPONSIBILITY OF NH

2. NH is responsible for establishing regional health care priorities, specifying service standards, allocating resources for health care services under the terms of this contract and monitoring performance of the UCHSS in connection with its provision of health care services.

SERVICES OF THE HOSPITAL TO BE PROVIDED BY THE UCHSS

3. The UCHSS is responsible for providing the Services, defined in Schedule A, in accordance with the service standards set out under Section 5 and within the funding parameters set out in Schedule B. In providing Services, the UCHSS shall operate in accordance with NH's strategic plan for Northern Health including the Hazelton community and to coordinate its service delivery with federal health service delivery in the same communities.

SHARED SERVICES

4. The UCHSS and NH acknowledge that in order to provide quality health services, effective diagnostic, administrative and support systems and services are required. The UCHSS agrees to participate in the NH Corporate Shared Services Initiative as described in Schedule F (1), and other regional initiatives as listed in Schedule F (2). The notice period for terminating participation in shared services is listed in Schedule F.

STANDARD OF SERVICE

5. The UCHSS is responsible and accountable to NH for the quality of health care and services provided in and from Wrinch Memorial Hospital through the effective and efficient use of available resources. The UCHSS shall take such measures as are necessary to meet:
 - 5.1 the terms of this contract;
 - 5.2 all applicable licensing regulations, quality management requirements, medical and other professional staff governance provisions, and any collective agreements entered into by the UCHSS;
 - 5.3 Provincial standards, legislation and policies, including without limitation, requirements from time to time under the *Continuing Care Act*, the *Hospital Act*, the *Workers' Compensation Act*, the *British Columbia Employment Standards Act*, and other policies communicated from time to time by the Ministry of Health Services;
 - 5.4 Standards of performance applicable to the Services as are outlined in the Performance Agreement entered into from time to time between NH and the Ministry of Health Services;
 - 5.5 all requirements that NH deems reasonably necessary to address material health and safety within the Hospital and related health care operations;

6. The UCHSS shall maintain current health services accreditation status with the Canadian Council on Health Services Accreditation (CCHSA) throughout the term of the contract. It is required that Wrinch Memorial Hospital either participates in the NH accreditation process, through the partial or full integration options of CCHSA for affiliated organizations, or pursues accreditation independently from NH.
7. The UCHSS will participate in regular quality and risk management reporting to NH, as required from time to time, which will be consistent with the reporting format used for health care throughout Northern Health.
8. The UCHSS will allow appropriate NH staff, agents and consultants to monitor health care services through quality management reports, medical audits, patient surveys and accreditation, in order to ensure that appropriate care is being provided. NH will act reasonably in accessing the Hospital's operations.

FUNDING

9. During the term of this contract, NH will, within 60 days following receipt of its funding letter from the Ministry of Health Services, deliver to the UCHSS a funding letter for the then current fiscal year that will set out:
 - 9.1 a description of any changes to the extent and level of Services set out in Schedule A, which NH requires the UCHSS to provide from the Hospital;
 - 9.2 the basis and amount of funding determined by NH to reimburse the UCHSS for the cost of rendering the Services referred to in Schedule A.
10. Subject to Clause 18, NH reserves the right to amend the Schedules to the contract and adjust funding to reflect these amendments if subsequent to providing NH with its funding, the Ministry of Health Services increases or decreases the funding allocation to NH.
11. NH agrees that accumulated surpluses will be retained by the UCHSS, and utilized for benefit of residents of Hazelton and area as agreed by both parties. Furthermore, NH will not assume responsibility for any operating or working capital deficit incurred in the UCHSS's ongoing operations, whether caused by paying sick or severance entitlements or otherwise. Within its annual budget, the UCHSS will allocate an amount for sick and severance liability based on actuarial recommendations.
12. Notwithstanding any other provision of this contract, the payment of money by NH to the UCHSS pursuant to this contract is subject to funding being available from the Province of British Columbia in the fiscal year of NH during which the payment becomes due.
13. NH will pass on to the UCHSS new Provincial funding specifically received by NH for new costs associated with adherence to new legislation, regulations or policies enacted by the Province or NH, or wage settlements negotiated on behalf of the UCHSS by the Health Employers' Association of BC to the level required to offset the additional costs incurred or as the amount of new funding permits.
14. Funding from NH will be directed to the UCHSS and the UCHSS will then deploy resources in accordance with NH's strategic plan for the region and Northern Health

shared service initiatives as outlined in Schedule F. The UCHSS will be responsible to ensure that required standards and outcomes are achieved and required accountability criteria are met all as set out in this contract. As long as required standards, outcomes and accountability criteria are achieved, funds not expended by the UCHSS on facility operations in any fiscal year to which such funding relates will be dealt with as per Section 11.

15. NH acknowledges that the UCHSS has the full rights of an employer including, but not limited to, the following rights:

- To ratify a collective agreement
- To control the selection and retention of personnel
- To develop personnel policies and practices
- To direct participation with the Health Employers' Association of British Columbia (HEABC).

However, the UCHSS will consider the guidance of NH's Human Resource Advisor when developing policies and standards.

16. For major capital projects and/or equipment estimated to cost over \$100,000, the UCHSS will participate in NH's regional ranking system for capital, to ensure that regional capital funding is prioritized by agreed upon criteria. For minor capital projects and equipment under \$100,000, an annual grant will be provided to the UCHSS in an amount to be determined in consultation with the Northwest Capital Planning Committee to fund Wrinch Memorial Hospital's minor capital priorities.
17. The UCHSS agrees to carry all risks property insurance and comprehensive liability insurance under the provisions of the Provincial Health Care Protection Plan or, if coverage under the Provincial Health Care Protection Plan is not available, under other insurance acceptable to NH, all as set forth in Schedule C. The UCHSS will provide, based upon request by NH, proof of such coverage, and the UCHSS will operate the facility at all times in a manner that respects and observes appropriate risk management practices.

DISCUSSION BETWEEN PARTIES

18. NH will provide reasonable notice to the UCHSS of proposed amendments to this contract or changes in the nature of the relationship between the parties including any significant changes in policy, funding and service standards and guidelines.

HOSPITAL RECORDS/PERSONAL INFORMATION

19. The UCHSS will cause its staff to document and manage patient records in accordance with Provincial and Federal legislation and policy including the *Hospital Act* and *Freedom of Information and Protection of Privacy Act* as well as NH policies communicated in writing to the UCHSS from time to time. Without limiting the generality of the foregoing, the UCHSS will comply with Custody and Control of Data Agreement set out in Schedule D.

FINANCIAL AND OPERATING REPORTS

20. The UCHSS will keep proper accounts and records of all income and expenditures relating to the provision of Services under this contract and will provide NH with regular financial reports within twelve working days following the end of the financial period specified by NH and in a format specified by NH, acting reasonably. These reports will be consistent with the Financial Information Act and HSCIS. The UCHSS will provide an annual audited financial statement prepared in accordance with generally accepted accounting principles. The financial statement will include at a minimum, the Auditor's Report, Balance Sheet, Income Statement, Statement of Retained Earnings, Equity Statement, Statement of Changes in Financial Position, and Notes to the Financial Statements, within six (6) months of the end of the UCHSS's fiscal year, which will end March 31. NH will give at least three (3) months' written notice of any change in the format of such financial reports requested by NH.
21. The UCHSS will make available health records and management documentation in a form which will allow NH to determine that the Services are provided by the UCHSS according to the terms of this contract, but in so doing the UCHSS will be entitled to maintain patient confidentiality, to the extent required by law.
22. Upon NH's request, the UCHSS must provide to NH, or an employers' association designated by NH, statistical information in a form satisfactory to NH respecting compensation paid to Hospital employee groups. Without limiting the foregoing, the UCHSS will comply with all reporting requirements associated with the Health Sector Compensation Information System. This information will be treated confidentially in accordance with FOIPP legislation.

OWNERSHIP AND COPYRIGHT IN CERTAIN REPORTS

23. NH and the UCHSS agree that the ownership and copyright in documents and other information produced as a result of this contract shall be as follows:

The UCHSS retains possession of all health care data, case files and reports. NH has control and custody of such health care data, case files and reports and accordingly has the right to have access and to copy health care data, case files and reports.

The UCHSS retains copyright on accounting, administrative, records, books of account, invoices, receipts or vouchers provided by the UCHSS as a result of this contract. NH shall have the right to duplicate and use such documents in fulfilling its legislated mandate and the terms of this contract subject to applicable legislation restricting the sharing of such information.

NH shall retain ownership and copyright on intellectual property such as software and educational materials produced as a direct result of funding provided by NH to the UCHSS under this contract.

The UCHSS shall retain copyright on intellectual property such as software and educational materials produced as a direct result of funding provided by the UCHSS.

NH and the UCHSS can agree to joint ownership and copyright on intellectual property.

Disputes on ownership rights relating to intellectual property will be subject to the dispute resolution process in Section 25.

CONFIDENTIALITY

24. The UCHSS acknowledges that, as a consequence of entering into this agreement and providing services to NH, the UCHSS is in a fiduciary position with respect to NH. The UCHSS will not, at any time either during the term of this agreement or thereafter, disclose to or discuss with anyone, other than an authorized employee or representative, any knowledge or information concerning the internal affairs, data, secrets, business, finances or organization of NH. All such information and knowledge is deemed for purposes of this agreement to be confidential. The UCHSS will use such confidential information and knowledge only for NH purposes unless given express authorization from NH. The UCHSS will be entitled to disclose to third parties, on a need-to-know basis, the amount of funding it receives from NH. Audited statements will be released at the Annual General Meeting of Wrinch Memorial Hospital.

DISPUTE RESOLUTION

25. NH and the UCHSS will fulfil their obligations arising from this contract in a fair and reasonable manner.

In the event of a disagreement between the UCHSS and NH on matters relating to this contract, the UCHSS and NH agree to work together towards a resolution of the dispute in joint meetings between the parties' respective representatives.

Failure to resolve disputes arising out of or in connection with this contract except for disputes arising out of or in connection with funding may be referred to third party mediation by either party. The mediator shall be jointly appointed and equally paid for by NH and the UCHSS. The parties acknowledge that in the case of a matter of material health and safety, the dispute resolution proceeding may take place following any action by NH to protect material health and safety of patients.

26. If the parties are unable to resolve the dispute through mediation, the dispute shall be resolved by arbitration by a sole arbitrator administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration will be Vancouver, British Columbia, or an alternate location if mutually agreeable. The costs of these proceedings will be shared equally by NH and the UCHSS, unless otherwise ordered by the arbitrator.

TERM/TERMINATION

27. The term of this contract will commence April 1, 2002 and will continue thereafter until terminated as described in section 28.

28. This contract will end:

- 28.1 at the option of NH if the UCHSS has failed to comply with a material term and condition of this contract or any schedule hereto, on a date specified in a written notice delivered to the UCHSS, provided that NH has first notified the UCHSS in writing of the nature of the default or defaults and the UCHSS has failed to

remedy such default or deliver and commence implementation of a satisfactory plan of rectification for such default or defaults within 30 working days following written notice to do so by NH;

- 28.2 at the option of NH, upon a change in the ownership of the Hospital or other change of control, where such transfer or change occurs without the prior written consent of NH and such approval will not be unreasonably or arbitrarily withheld.
- 28.3 at the option of NH, on a date specified in a written notice delivered to the UCHSS at the Hospital, when one of the following events has occurred:
- (a) an order is made, a resolution is passed or a petition is filed, for the UCHSS's liquidation or winding up;
 - (b) the UCHSS commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (c) a bankruptcy petition is filed or presented against the UCHSS or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the UCHSS;
 - (d) a compromise or arrangement is proposed in respect of the UCHSS under the *Companies' Creditors Arrangement Act* (Canada);
 - (e) a receiver or receiver-manager of any of the UCHSS's property is appointed; or
 - (f) the UCHSS ceases, in NH's reasonable opinion, to carry on the operation of the Hospital as a going concern;
- 28.4 at the option of the UCHSS, upon 90 days' written notice, requesting that NH assume responsibility for the operations of health services within the Hospital, the Affiliation Agreement can be terminated and a lease entered into between UCHSS and NH for the Hospital Lands and facilities.
- 28.5 at the expiration of 365 days, or such longer period as may be mutually agreed by the parties, after written notice of cancellation is delivered by either party to the other. The party initiating the termination pursuant to this section shall inform the other party of the reasons for termination, which reasons may include or be limited to the decision of one or the other party to bring the contractual relationship to an end in accordance with the provisions of the contract.
29. If termination or cancellation of this contract by NH or the UCHSS leads to the closure of the Hospital, NH and the UCHSS agree to develop a plan in consultation with each other to ensure the continuity of appropriate health care to residents of Hazelton and area.
30. Funding by NH to the UCHSS will be adjusted as set out in Schedule B if the contract is terminated for any reason.

ASSIGNMENT, SUBCONTRACTING AND DELEGATION

31. In accordance with item 3.5 in the master denominational agreement, the UCHSS will consult NH on the appointment of the chief executive officer or administrator of the Hospital.
32. The UCHSS will not, without the prior written approval of NH which approval will not be

unreasonably or arbitrarily withheld:

- a. subcontract any obligation of the UCHSS under this contract,
 - b. assign, either directly or indirectly, this contract,
 - c. sell, lease, or otherwise transfer all or substantially all of the assets of the Hospital, or
 - d. change or permit the change of control of the Hospital. A change of control will include a change in the ownership of assets of the Hospital and a change in the members of the UCHSS or amalgamation or other reorganization of the UCHSS.
33. If NH consents to a sub-contract by the UCHSS of part or all of its obligations under this contract, such sub-contract will not relieve the UCHSS from any of its obligations under this contract nor impose any obligation or liability upon NH to any such sub-contractor.

GENERAL PROVISIONS

34. This contract shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
35. The provisions of the contract and each of the Schedules hereto constitute the entire contract between the parties hereto and supersede all previous expectations, understandings, communications, representations and contracts, whether verbal or written, between the parties with respect to the subject matter hereof. No amendment to this contract shall be enforceable unless it is in writing and signed by both parties.
36. The UCHSS will indemnify and save harmless NH, its employees and agents from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that NH may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this contract, 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 UCHSS or of any agent, employee, officer, director or subcontractor of the Hospital pursuant to this contract except liability arising out of an act or omission of NH, its employees and agents.

NOTICE

37. Any notice or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee on the date of delivery, if delivered confidentially and personally, mailed by double registered letter, or delivered by courier, addressed, if to Northern Health, to #600 – 299 Victoria Street, Prince George, BC, V2L 5B8, Attention: Chief Executive Officer, and if to the United Church Health Services Society, to Bella Coola General Hospital, Postal Box 220, Bella Coola, B.C., V0T 1C0, Attention: Chief Executive Officer, United Church Health Services Society.
38. Either party will, from time to time, advise the other by notice in writing of any change of address of the other party giving such notice, and from and after the giving of such notice the address therein specified shall, for the purposes of this section, be conclusively deemed to be the address of the party given in such a notice.

CONFLICT OF INTEREST

39. The UCHSS must not provide any Services in the Hospital or elsewhere to any person in circumstances which, in a reasonable person's opinion, could give rise to a conflict of interest between the UCHSS's duties to that person and the UCHSS's duties under this contract.

Signed and delivered on this 27 day of October, 2010.

NORTHERN HEALTH

By:

Catherine Ulrich
Signature

Catherine Ulrich
Name (please print)

President & CEO
Title

[Signature]
Signature

Dr. Charles Sago
Name (please print)

Board Chair
Title

UNITED CHURCH HEALTH SERVICES SOCIETY

By:

Mary Jean Morrison
Signature

Mary Jean Morrison
Name (please print)

CEO
Title

[Signature]
Signature

Lynn Nelson
Name (please print)

Chair
Title

SCHEDULE A

SERVICES

The Services to be delivered in 2010/11 are outlined below:

- I. **Northern Health Strategic Directions:** The Northern Health Board has established four Strategic Directions to set the direction for service planning and delivery. These include:
 1. Northern people will have access to integrated health services, built on a foundation of primary health care.
 2. Northern Health will create a dynamic work environment that engages, retains, and attracts staff and physicians.
 3. Northern Health will lead initiatives that improve the health of the people we serve.
 4. Northern Health will ensure quality in all aspects of the organization.

Northern Health and the United Church Health Services Society (UCHSS) will work together to develop and implement a plan that enables progress to be made in achieving these four Strategic Directions in Hazelton and area within the financial resources available to Northern Health. UCHSS operates Wrinch Memorial Hospital and its affiliated Medical Clinic to serve Hazelton and area, which together are called Wrinch.

- II. **Roles and Responsibilities:** The Chief Executive Officer and Medical Director, UCHSS and the Chief Executive Officer and Vice President, Medicine, Northern Health will be responsible for establishing the terms and conditions of the Affiliation Agreement. The Chief Operating Officer and Medical Director for the Northwest Health Services Delivery Area (Northwest), Northern Health will work with the Chief Operating Officer, Wrinch, UCHSS to manage the Affiliation Agreement and monitor the performance of Wrinch in accordance with the terms and conditions outlined in the Affiliation Agreement. Evaluation of the performance of Wrinch will occur on a quarterly basis led by the Chief Operating Officer, Northwest, Northern Health.

New initiatives or change initiatives contemplated by either Wrinch or Northern Health that will affect service delivery at Wrinch will be agreed to between the Chief Operating Officer, Northwest, Northern Health and the Chief Executive Officer, UCHSS prior to implementation. The Chief Executive Officer, UCHSS and Chief Operating Officer, Northwest, Northern Health will ensure that the appropriate staff from Wrinch and Northern Health are engaged in the decision-making process.

The Chief Operating Officer, Wrinch, UCHSS will:

1. Provide reports as required to enable performance evaluation.
2. Address issues associated with the implementation of the terms and conditions outlined in the Affiliation Agreement with the Chief Operating Officer, Northwest.
3. Identify concerns associated with the services Northern Health has agreed to provide to Wrinch and work with the Chief Operating Officer, Northwest to resolve these concerns.
4. Attend Northwest management meetings on a quarterly basis and participate in annual service delivery planning, implementation, and evaluation.
5. Receive approval from the Chief Executive Officer, UCHSS and the Chief Operating Officer, Northwest prior to changing services or shifting the service delivery plan for Wrinch.

- III. **Services:** The services to be provided by the UCHSS for the communities in the area of Hazelton, British Columbia include:
1. Provision of Primary Care services. The Primary Care team will include physicians funded through the Alternate Payment Program and a Nurse Practitioner funded by Northern Health.
 2. Complex care residential care services through 10 beds designated as complex care in Wrinch Memorial Hospital.
 3. Acute care inpatient services through Wrinch Memorial Hospital. Services will include: medical care (not including intensive or critical care), peripartum care of maternity patients and newborns including labor and delivery, peri-operative care, convalescent and respite care, palliative care, and medical care.
 4. Urgent care and emergency services will be available 24 hours/day, 7 days/week through Wrinch Memorial Hospital.
 5. Provision of inpatient services at Wrinch Memorial Hospital in coordination with Mills Memorial Hospital and Bulkley Valley District Hospital.
 6. Provision of ambulatory care surgical services and participation in surgical outreach services from Mills Memorial Hospital. Provision of anesthetic and surgical support to local and outreach surgical services through GP Anesthesia and/or GP Surgery staffing as part of the medical staff complement.
 7. Short-term acute Psychiatric services including the Observation Unit designated through the Mental Health Act in accordance with the guidelines outlined in the Act.
 8. Provision of Diagnostic Services in alignment with Northern Health's Diagnostic Services Plan. Participation in ongoing laboratory services design initiatives.
 9. Provision of laundry, housekeeping, food services, and plant services necessary to support the clinical services provided in Wrinch Memorial Hospital.
 10. Ensuring that professional staff are actively registered with their professional regulatory bodies, that unregulated health care employees meet training and competency requirements, and that service delivery staff function to their full scope of practice.
- IV. **Student Education:** The UCHSS will provide educational opportunities at Wrinch for health professional and para-professional students including: nurses, nurse practitioners, family practice residents, residential care assistants, and other disciplines relevant to the services provided in the Hazelton area.
- V. **Planning and Quality:** The UCHSS will collaborate with Northern Health to undertake the following planning activities throughout 2010/11:
1. Development of a plan for integrated primary health care services in the Hazelton area based on the population health needs of the community. Planning will include the services delivered by Northern Health in the areas of:
 - a. Public Health
 - b. Community Mental Health and Addictions
 - c. Home & Community Care community services
 2. Participating in the implementation of quality assurance and quality improvement initiatives, including:
 - a. Patient Safety Learning System – reporting near misses and sentinel events through the Patient Safety Learning System and using the information generated

by the Patient Safety Learning System to support quality improvement planning and action.

- b. Medication Reconciliation
 - c. Infection Control
 - d. Investigating and reviewing all complaints and reporting these complaints to the Northern Health Patient Care and Quality Review Office.
 - e. Establishing service quality standards and indicators relevant to the delivery of services in the Hazelton area and providing reports on performance to these standards and indicators to the Chief Operating Officer, Northwest, Northern Health.
 - f. Other initiatives undertaken by Northern Health that support the implementation of evidence-informed guidelines and protocols, i.e. pre-operative check-list.
- 3. Participation in the development of clinical Programs in Northern Health and implementation of standardized processes, targets and reporting as established by the Programs.
 - 4. Benchmarking of clinical, diagnostic, and support services with peer hospitals and development of plans to achieve benchmark targets agreed to by the UCHSS and Northern Health. Establish a plan that demonstrates ability to achieve the agreed to benchmarks
 - 5. Development and implementation of a plan to complete the consolidation of microbiology services in the NW HSDA within NH's laboratory quality framework that focuses on ensuring consistent, replicable, accurate lab test results within clinically appropriate results delivery times through the creation of hub labs with sufficient test volumes to maintain expertise and quality assurance and implement quality improvement.
 - 6. Participation in the processes put in place by the Health Authorities Shared Services Organization to standardize materials and supplies and alignment with the procurement of standardized materials and supplies.
- VI. **Accreditation:** The UCHSS will work with Accreditation Canada to resolve their accreditation status in the area of governance and leadership. The UCHSS will identify outstanding accreditation standards that require support from Northern Health to resolve and will work with Northern Health to find solutions that enable the UCHSS to meet these standards.

SCHEDULE B

FUNDING

The funding to be provided to the United Church Health Services Society (UCHSS) will occur as follows:

1. Budget allocation will be based on a benchmarking methodology that will be applied to all Northern Health facilities throughout 2010/11, including such benchmarks as patient days, resident days, and hours-of-care. The UCHSS is expected to participate in the benchmarking work that will be undertaken in 2010/11.
2. A letter describing the total annual funding to be provided to the UCHSS will be provided to the UCHSS within 60 days following receipt of the Ministry of Health Service's funding letter. The funding letter will outline:
 - a. Grant for core services agreed to in Schedule A
 - b. Funding to enable payment of physicians on Clinical Service Contracts under the provincial Alternate Payments Program Plan. UCHSS will work with NH to align applications to the Medical Services Division for funding for physician contracts.
 - c. Service fee to be retained by Northern Health for the provision of Corporate Services such as Human Resource, Financial Management, and Information Technology services
3. Payment will be forwarded to the UCHSS by Northern Health in bi-weekly installments.
4. If this contract is terminated, Northern Health will pay to the UCHSS that portion of the annual funding for health services which is equal to the portion of the Services completed to the end of the notice period. Northern Health and the UCHSS will negotiate funding levels during the wind-up period following the notice of termination. Accounts with deferred revenues relating to Wrinch will be transferred back to the UCHSS.
5. As long as required standards, outcomes, quality measures and accountability criteria described in this agreement are achieved, funds provided in a fiscal year and not expended by the UCHSS on health service operations during that fiscal year may be retained by the UCHSS to be used as mutually agreed to between Northern Health and the UCHSS.
6. Any financial deficits created by the UCHSS will be the responsibility of the UCHSS.
7. HST and carbon tax and carbon offsets – Northern Health will ensure that funding to Wrinch compensates for costs incurred due to HST, carbon tax, and carbon offsets. The funding provided for this purpose will be outlined in the annual funding letter. Wrinch will participate in all planning and action designed to reduce their carbon footprint.

SCHEDULE C

INSURANCE

The United Church Health Services Society (UCHSS) will seek coverage as a designated health care facility under the Provincial Health Care Protection Plan and will take such steps as may be required by the BC Health Care Risk Management Society to ensure comprehensive general liability coverage and all risks property insurance is in place for all the Wrinch property, operations, and liabilities. To the extent that any of the UCHSS operations or property is ineligible for coverage under the Health Care Protection Plan, then the UCHSS will purchase and maintain comprehensive general liability insurance and all risks property insurance to prudent levels under the Master Plan or with other qualified insurers. The UCHSS will be responsible for paying any deductibles under insurance policies and will provide Northern Health with a certificate of insurance and copy of the insurance policy wording at the commencement of each fiscal year.

SCHEDULE D

CUSTODY & CONTROL OF DATA

1. Definitions

"Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as the same may be amended or supplemented from time to time.

"Data" means "personal information" as defined in the Act which is collected, acquired, obtained by or on behalf of the NHA.

"UCHSS" means the United Church Health Services Society identified in the attached Contract

"NH" means Northern Health

Custody and Control of the Data

2. UCHSS Subject to the Act

The UCHSS hereby acknowledges that NH is a public body subject to the provisions of the Act. The UCHSS hereby agrees that in order to carry out its duties and obligations under this Contract the UCHSS may have access to Data and that at all times during the Term of this Contract the UCHSS, in dealing with the Data, will comply with the requirements of all applicable laws including in particular the requirements of the Act as if it were originally bound by the Act.

3. Control of and Rights in Data

All right, title and interest in, and control of, all Data will remain with NH. No interest or any right respecting the Data, other than as expressly set out herein is granted to the UCHSS under this Contract by implication or otherwise.

4. Access to Data

The UCHSS is hereby granted access to Data on the terms and conditions of this Contract and for the sole and express purpose of fulfilling its obligations under this Contract and for no other use. Except for standard electronic back-up procedures of the UCHSS disclosed to and approved by NH, the UCHSS will not copy or reproduce any written materials containing Data without NH's prior written consent. The UCHSS will not remove, physically, electronically or in other manner whatsoever from the premises authorized by NH, any Data, without NH's prior written consent. The UCHSS must store back-up records off-site under conditions that are the same as or better than the originals.

5. Return of Data Upon Request

Upon request of NH for any reason whatsoever, the UCHSS will deliver to NH or destroy promptly, according to NH's instructions, all documents or other records in any form or

format whatsoever in the UCHSS's possession constituting or based upon Data and will confirm that delivery or destruction to NH in writing.

6. Disclosure to Third Parties

Except as specifically permitted by this Contract, the UCHSS will not disclose and will not allow any of its employees, agents or representatives to disclose in any manner whatsoever any Data to any person, firm or corporation or other entity without the prior written consent of NH and the UCHSS hereby acknowledges that such consent will only be provided if such disclosure is permitted under the Act and the third party agrees, in writing, to be bound by the Act. The UCHSS also agrees to take reasonable precautions to prevent any unauthorized use, disclosure or dissemination of the Data.

If the UCHSS or anyone to whom the UCHSS transmits Data pursuant to this Contract becomes legally compelled to disclose any of the Data the UCHSS will provide the Information and Privacy Coordinator of NH with prompt written notice thereof.

7. Privacy Representative

Immediately upon execution of this Contract, the UCHSS will appoint a representative to be responsible for the UCHSS's compliance with this Schedule D to this Contract and the Act (the "Privacy Representative"). The UCHSS will grant its Privacy Representative sufficient authority to communicate and execute documents on behalf of the UCHSS as may be required from time to time for this purpose. The UCHSS will promptly provide NH with the name of its Privacy Representative and will promptly notify NH of any change of its Privacy Representative. The designated freedom of information officer of NH, or their successor designated in writing, will be the individual representative of NH responsible for supervising the UCHSS's compliance with this Schedule to this Contract.

8. Notice of Breach

The UCHSS will notify NH immediately of the disclosure of the Data to any person or entity not authorized by this Contract to have such Data including full details of such disclosure. The UCHSS will cooperate with NH in preventing recurrence of such disclosure and to the extent feasible, in recovering the disclosed Data, including any copies.

Employees

9. Employees of the UCHSS Bound by the Act

The UCHSS and NH hereby further acknowledge and agree that in order to fulfil its obligations under this Contract it may be necessary for the UCHSS to grant employees, agents or representatives of the UCHSS access to Data. The UCHSS hereby agrees that:

- (i) it will only make Data available to its employees, agents or representatives to the extent it is necessary for the purpose of fulfilling the UCHSS's obligations under this Contract; and

- (ii) it will cause each of its employees, agents or representatives providing services on behalf of the UCHSS under this Contract to enter into a confidentiality agreement, with the UCHSS and NH, in a form and substance acceptable to NH wherein the employee, agent or representative will agree, among other things, to comply with the requirements of all applicable laws including in particular the requirements of the Act as if it were originally bound by the Act and the UCHSS is granted the right, exercisable at the request of NH, to terminate the employee, agent or representative for breach of that obligation.

The UCHSS shall be required to renew and refresh any or all such agreements from time to time at the reasonable request of NH.

The UCHSS will properly advise each of its employees, agents and representatives providing Services under this Contract of the requirements of the UCHSS under this Contract and the Act. If requested by NH, the UCHSS shall provide and conduct specific ongoing training for all such individuals in form and substance reasonably satisfactory to NH. Notwithstanding the foregoing the UCHSS specifically assumes all responsibility for its employees, agents and representatives and for the breach by any of its employees, agents or representatives of any provision of the Act.

The UCHSS hereby agrees to indemnify and save harmless NH, its directors and officers from and against any and all loss, cost, liability or expense suffered or incurred by NH, its directors or officers or any of them with respect to any actual or alleged breach by the UCHSS or any of its employees, agents or representatives of any of its covenants or obligations under this Schedule to this Contract, or its non-compliance with the provisions of the Act.

10. Audit

The UCHSS will permit NH and/or its representatives and agents to conduct periodic audits of records related to performance by the UCHSS, its employees and subcontractors if any, under this Contract.

11. Default

Notwithstanding anything in the Contract to the contrary, the UCHSS and NH hereby agree that a breach by the UCHSS of any Sections of this Schedule will constitute a material default by the UCHSS and NH may terminate the Contract immediately upon written notice to the UCHSS.

Without limiting the generality of the foregoing, the UCHSS agrees that in addition to any other rights or remedies NH may have for material breach of the provisions of this Schedule D, NH has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened or actual material breach of this Schedule D by the UCHSS.

12. Termination

Upon the expiration or earlier termination of the Contract, the UCHSS will promptly return to NH or destroy promptly, according to NH's instructions, all documents in the UCHSS's possession constituting or based upon Data and will confirm that delivery or destruction to NH in writing.

13. No Withholding

The UCHSS shall not be entitled to, and hereby waives any and all right to, withhold any Data from NH to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Contract or any other matter between NH and the UCHSS.

14. Location of Data

Unless otherwise notified in writing, and subject to paragraph 4, the UCHSS may only maintain Data at the Hospital, as defined in the Contract.

15. Segregation of Data

The UCHSS shall take reasonable steps to ensure that all Data is securely segregated from any information owned by the UCHSS or third parties, including access barriers, physical segregation, password authorization and public key encryption systems. The UCHSS must store Data on agreed-upon media using techniques enabling access only by authorized persons, including encryption and compression of Data.

16. Compliance With Access Request Under the Act

The UCHSS shall have available forms and procedures to adequately respond to any request by an individual to access their own Data in the custody of the UCHSS, through an access requested under and as permitted by the Act. The UCHSS shall be responsible for properly responding to any and all such requests in compliance with the Act and in cooperation with NH. The UCHSS shall provide NH with notice of any access requests independently received by the UCHSS. The UCHSS shall cooperate with and assist in any investigation of a complaint that Data has been used or disclosed contrary to the Act or this Contract.

17. Specific Covenants – Data Handling

The UCHSS shall:

- (a) Take a physical inventory, at least annually, to identify any losses of Data;
- (b) ensure that access systems require individual user identification to be unique and re-authenticated each time access is made to the Data;
- (c) implement appropriate controls for the issue, change, cancellation, and audit-process of user identifications and authentication mechanisms;
- (d) ensure authentication codes and passwords are confidential, are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition, are no fewer than 6 characters in length, are one-way encrypted,

are excluded from automatic log-in procedures and are changed irregularly and at least semi-annually;

- (e) maintain and implement formal procedures for terminated employees, agents or representatives who have had access to Data;
- (f) design and implement an automated, always-on auditing system which can be accessed by NH to monitor access to and use of Data, which system creates an audit trail that automatically records the identity of anyone who accesses Data, recording the date and time of access, and which flags access or access attempts that fall outside set criteria (e.g. access outside regular business hours).

18. Paramountcy over Private Sector Privacy Regulation

The UCHSS acknowledges that its compliance with the Act and this Contract in respect of Data shall supercede and have paramountcy over any compliance with privacy laws of general application in the private sector having application to the UCHSS.

SCHEDULE E

ADDENDUM TO AFFILIATION CONTRACT WITH UCHSS, A MEMBER OF THE DENOMINATIONAL HEALTH CARE FACILITIES ASSOCIATION

The following provisions are included in the attached Contract between Northern Health and the UCHSS, in compliance with the master agreement ("Master Agreement") dated March 16, 1995 between the Province of British Columbia as represented by the Minister of Health ("Minister") and the Denominational Health Care Facilities Association. The term "Contract" in this schedule means the attached contract as amended by this schedule, and includes all schedules to the Contract.

1. Northern Health acknowledges the ownership and title of the UCHSS to the Winch Memorial Hospital, Hazelton, British Columbia (the "Hospital").
2. The UCHSS will be entitled to enjoy the powers and privileges of ownership of the Hospital including, without limitation, the right to:
 - (a) determine in the context of the UCHSS's values and traditions, the mission and values of the United Church so as to preserve the spiritual nature of the Hospital;
 - (b) establish such medical staff bylaws as the UCHSS deems necessary to safeguard its mission and values; and
 - (c) govern the Hospital, appoint a chief operating officer or administrator of the Hospital, and approve and implement a staffing plan.
3. The UCHSS shall take such measures as are necessary to give effect to the intent of the Master Agreement and, without limiting the generality of the foregoing, manage the fiscal, human and physical resources under its control so as to:
 - (a) meet:
 - (i) the terms of this Contract;
 - (ii) provincial standards for health care;
 - (iii) national accreditation standards;
 - (iv) the conditions of any agreements with teaching facilities; and
 - (b) participate in any reasonable initiative to coordinate, rationalize, plan and deliver health care services to the people within the Northern Health Region and to do so in collaboration with other pertinent health bodies; and
 - (c) participate in administrative arrangements, the purpose of which is to achieve operating efficiencies, reduction in overall costs or improvement in quality of service;
 - (d) cooperate with Northern Health, the Minister, the Public Sector Employers' Council, or HEABC 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.

4. In addition to its obligations under paragraph 16 of the Contract, the UCHSS shall not undertake major capital projects including the acquisition of major capital equipment for use within the Hospital without the prior approval of Northern Health unless the UCHSS through or with the support of independent auxiliaries and foundations or through other sources has raised the necessary capital funds and can demonstrate the ability to operate the facilities or equipment so obtained without the need to resort to the funding received pursuant to the Contract.
5. The UCHSS may use funds received under the Contract for association memberships such as HEABC, CHABC, and the Denominational Health Care Facilities Association.
6. As part of the process described in Section 18 of the Contract, Northern Health will discuss with the UCHSS, community and regional health needs and the delivery of the Services contemplated by the Contract.
7. Notwithstanding the provisions of the contract the UCHSS or Northern Health will be entitled to request a review by the Minister in accordance with the Master Agreement and the procedure in this Schedule in the event of any dispute arising out of:
 - (a) the delivery by Northern Health to the UCHSS of a funding letter under paragraph 9 of the Contract which falls within paragraph 11(a) or 11(b) of this Schedule; or
 - (b) the delivery by Northern Health to the UCHSS of notice of termination under paragraph 28.5 of the Contract which falls within paragraph 13 of this Schedule.
8. In the event of a dispute within the terms of paragraph 7 of this Schedule, the UCHSS and Northern Health (the "parties") will appoint a three person independent panel ("Panel"), consisting of one member appointed by each of the parties, and the third appointed by agreement of the first two members, or in the event that they cannot agree, appointed by a Judge of the Supreme Court of British Columbia upon application by the parties. The cost of the Panel will be shared equally by the parties, unless the Panel orders otherwise.
9. The parties shall provide the Panel with all relevant information with respect to the dispute, and if invited to do so by the Panel, may make oral or written submissions.
10. The Panel will consider the following questions with respect to disputes under paragraph 9 of the Contract, and provide non-binding advice thereon to the Minister, in writing, with a copy to each of the parties:
 - (a) Would the funding letter threaten the religious mission, viability or existence of the Hospital?
 - (b) If so, is the funding letter reasonable, having regard to:
 - (i) the financial resources of Northern Health;
 - (ii) the health care needs of the region or community; and

- (iii) whether hospital services or other health care services provided by other agencies or Northern Health were arbitrarily favoured over the UCHSS or whether funding to the UCHSS has not been provided in like manner as funding for non-denominational facilities.
- 11. Where the Panel advises the Minister that the funding letter is not reasonable, the Minister, in his or her sole discretion and in accordance with section 7.3 of the Master Agreement, shall determine the content of the funding letter.
- 12. The Panel will consider the following questions with respect to disputes under paragraph 28.5 of the Contract, and provide non-binding advice thereon to the Minister, in writing, with a copy to each of the parties:
 - (a) Was the decision to terminate the Contract reasonable, having regard to:
 - (i) the financial resources of Northern Health;
 - (ii) the health care needs of the region or community; and
 - (iii) whether hospital services or other health care services provided by other agencies or Northern Health were arbitrarily favoured over the United Church or whether funding to the UCHSS has not been provided in like manner as funding for non-denominational facilities.
- 13. Where the Panel advises the Minister that the decision to terminate was not reasonable, the Minister, in his or her sole discretion and in accordance with section 7.5 of the Master Agreement, shall determine whether or not to terminate the Contract.
- 14. The advice of the Panel must be provided to the Minister within six weeks following the request for a review being made by the parties, unless the parties jointly agree otherwise.

The Panel shall make decisions as to the advice to be provided on the basis of a majority vote. A dissenting Panel member may append dissenting advice to the Panel's advice to the Minister.

SCHEDULE F
SERVICES SHARED WITH NORTHERN HEALTH

Northern Health will work with UCHSS to ensure that the following corporate services are available to Wrinch for an agreed upon service fee that will be communicated in the annual funding letter:

1. Corporate Shared Services:

- a. Finance, including:
 - i. General Accounting – General Ledger, Accounts Payable, Accounts Receivable, Processing of Expense Claims and Purchasing Cards
 - ii. Payroll
 - iii. Financial and Capital Planning and Analysis and Reporting
- b. Information Systems, including:
 - i. Telecommunications and Network Services
 - ii. Business Information Systems
 - iii. Clinical Information Systems
 - iv. Electronic Medical Record
 - v. Maintenance Fees
 - vi. ISTS Administration
 - vii. ISTS Support Technicians
 - viii. Information Systems Client Services
- c. Human Resources, including:
 - i. Labour Relations
 - ii. Recruitment and Retention
 - iii. Workplace Health and Safety
 - iv. Employee and Family Assistance Program
 - v. Access to Health Service Delivery Area Human Resource services
- d. General Administration, including:
 - i. Access to Medical Administration, Medical Health Officer, Communications, Quality Improvement and Risk Management, Professional Practice, and Northwest Administration and Patient Care Leadership.
 - ii. Plant & Energy – the UCHSS will participate in Northern Health's initiatives to ensure efficient operation of the Wrinch Plant, reduce energy utilization, and collection of data for monitoring carbon footprint.
- e. Materials Management through the Health Authorities Shared Services Organization. Services include:
 - i. Standardization of materials, supplies and equipment and compliance with

provincial contracts procuring standardized materials, supplies, and equipment

- ii. Group Purchasing
- iii. Capital Purchases
- iv. Inventory management
- v. Contract Management

Northern Health is participating in a provincial Shared Services initiative and may be further consolidating Human Resource, Finance, and Information Technology services. The UCHSS will be expected to participate in any provincial Shared Service initiatives through Northern Health. Northern Health will ensure that the UCHSS is kept apprised of service changes as a result of any provincial Shared Service initiatives.

The annual charge to the UCHSS for these Corporate Services provided by Northern Health will be included in the global funding letter. The charge will be the amount reasonably estimated by Northern Health to be its actual costs (including the internal costs of its personnel and other resources) to provide the services to the UCHSS. The UCHSS will pay such amount promptly to Northern Health upon receipt of a statement therefore from Northern Health. At its option, Northern Health may deduct all or a portion of such amount from the funding it provides under its funding letters to the UCHSS. Participation in this Corporate Shared Service Initiative may be terminated upon twelve months written notice.

Any charges or adjustments must be mutually agreed upon in writing, by the UCHSS and Northern Health.

Notwithstanding Section 15 of the Contract, Information Technology staff at Wrinch will be staff of Northern Health. Staff at Wrinch who are responsible for finance functions will be employees of the UCHSS, but will receive direction from a Northern Health finance manager.

2. Clinical Shared Services

The UCHSS will participate in regional pharmacy and diagnostic services for the purpose of improving the sustainability and efficiency of the services, reducing costs, and/or improving the quality of service. Issues arising from the delivery of these services will be addressed with the Chief Operating Officer, Northwest, Northern Health for resolution.

- a. Pharmacy – Inpatient pharmacy services will be provided through the Northern Health pharmacy program. The UCHSS will be responsible for the direct costs of drugs and courier services, along with a portion of the compensation costs for a Northern Health pharmacist and technician required to provide services to Wrinch. Wrinch will utilize the Northern Health formulary and pharmacy policies and procedures.
- b. Laboratory – Participation in Northern Health's Laboratory Medicine Program, including consolidation of microbiology services in the Northwest is expected to occur in 2010/11. Laboratory supervisory and quality services will be provided to Wrinch by Northern Health. The UCHSS agrees to participate in ongoing provincial and regional reviews of lab services, including the measurement of productivity and quality benchmarks and compliance with benchmark targets, standards and policies. The UCHSS laboratory services will participate in the Diagnostic Services Accreditation Program.
- c. Physician Office Practice Support – Participation by the contracted UCHSS

physicians and the medical clinic in the physician Practice Support Program of the provincial GP Services Committee as facilitated and supported by NH staff and NH appointed physician peer leaders.

UCHSS participation in other regional initiatives designed to meet the goals of efficiency, cost effectiveness, and/or quality improvement will be agreed to between the Chief Executive Officer, UCHSS and the Chief Operating Officer, Northwest, Northern Health.

SCHEDULE G

MEDICAL STAFF RELATIONSHIPS

UCHSS and NH will collaborate in providing physician services that are guided by the medical service priorities of the population served by Wrinch and are aligned with the strategic goals enunciated by NH. In doing so, UCHSS and NH will further collaborate in ensuring that the quality of medical care meets or exceeds standards generally prevailing within NH.

General Terms:

- UCHSS will maintain a Medical Staff organization, with governing Medical Staff Bylaws, Rules and Policies applicable to physicians practicing at Wrinch, that is separate and distinct from the NH Medical Staff organization, but that is aligned with the NH Medical Staff organization and governing Bylaws, Rules and Policies with respect to purpose, intent, and focus.
- UCHSS and NH medical administrations will meet periodically, not less than once per year, to review the applicable Bylaws, Rules and Policies and to address issues arising as a result of changes in either organization.
- UCHSS retains the primary responsibility for determining the scope of medical services provided at Wrinch, within the bounds established in this Affiliation Agreement.
- UCHSS will develop and keep current a Physician Workforce Plan for Wrinch guided by the scope of medical services.
- UCHSS will be responsible for the recruitment, appointment, performance management, and contract management for primary care practitioners practicing at Wrinch, including practitioners providing enhanced scope clinical services such as GP/anaesthesia and GP/surgery.
- Medical care at Wrinch provided within the scope of General Practice, as defined jointly by UCHSS and NH, will have quality assurance, including credentialing, provided by UCHSS in accordance with standards acceptable to NH.
- Medical care at Wrinch provided by specialist physicians or by general practitioners with specialized skills (Specialty Practice) will have quality assurance, including credentialing, provided by the Health Authority within which the physician in question has his/her regular practice in accordance with standards acceptable to UCHSS and NH.
- UCHSS will work collaboratively with NH to align performance management of medical staff with NH processes.
- UCHSS and NH will share physician information relevant to the organization and provision of medical care in order to facilitate medical services at Wrinch, in accordance with accepted privacy standards.
- All physicians practicing at Wrinch must hold, or be seeking, concurrent membership in the NH Medical Staff in order to permit integration of medical care at Wrinch with medical care provided at NH facilities.

Physician Contracts:

- UCHSS retains the responsibility for management of Clinical Service Contracts, funded by the provincial Alternate Payments Program (APP), with contracted physicians practicing at Wrinch.
 - UCHSS will coordinate management of Clinical Service Contracts with NH Medical Administration.

- UCHSS will be accountable to NH for all aspects of contract management and reporting and will provide NH with all required contract related information, in accordance with Ministry of Health Services reporting requirements, in a timely manner.

Medical Administration Liaison and Representation:

- The UCHSS Medical Director and the NH NWHSDA Medical Director will collaborate in sustaining an effective medical administrative relationship between UCHSS and NH.
- Wrinch will have an appointed physician in an administrative role (UCHSS Division Chief) appointed by UCHSS after consultation with NH, who will serve as a medical administrative liaison between Wrinch, and NH, with delegated authority from the UCHSS Medical Director.
- The UCHSS medical staff shall have the right to appoint a member to the NW Medical Advisory Committee representing Wrinch.

Medical Staff Governance:

- UCHSS retains the primary governance responsibility for the medical staff organization at Wrinch, in accordance with the Affiliation Agreement.
- All physicians practicing at Wrinch will be members of the UCHSS Medical Staff with membership category and privileges as granted by the UCHSS Board on the recommendation of the UCHSS Medical Advisory Committee.
- NH medical staff members with a UCHSS medical staff appointment and privileges at Wrinch will be bound by the UCHSS Medical Staff Bylaws and Rules for patient care provided at Wrinch.
- Physicians providing Specialty Practice at Wrinch will be accountable to the relevant NH Department Head and/or the NW Medical Director for their clinical performance in exercising their privileges at Wrinch.
 - The NH Department Head and/or NW Medical Director shall work collaboratively with the UCHSS Medical Director and/or the UCHSS Division Head in the management and evaluation of Specialty Practice at Wrinch.
 - UCHSS will be notified promptly by NH of any physician providing Specialty Practice at Wrinch whose practice is subject to peer review, whose membership status on the NH medical staff is altered as a result of review or whose privileges within NH have been subject to restrictions or conditions.
 - Physicians providing Specialty Practice at Wrinch must have either concurrent comparable privileges with NH or receive specific endorsement from NH for their practice at Wrinch.
- In the event that either the NH Board or UCHSS Board or their legitimate agent(s) curtail, restrict or limit the medical staff appointment status or privileges of a physician practicing at Wrinch, the medical directors of the UCHSS and NW HSDA shall meet as soon as possible to determine potential remedies and shall conjointly propose such remedies to the Boards of NH and UCHSS through the relevant Medical Advisory Committees.