

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No.

541

. Approved and Ordered APR 30 1999

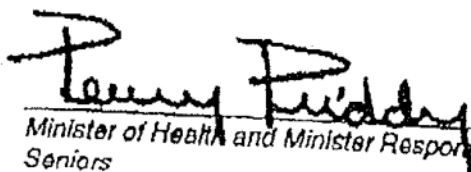


Executive Council Chambers, Victoria

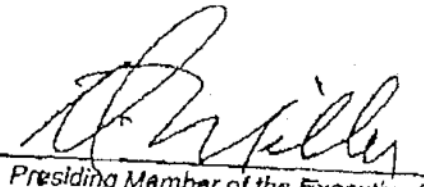
Lieutenant Governor

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

- 1 Dr. Perry Kendall is appointed Provincial health officer, a position considered to be acting in a confidential capacity to a member of the Executive Council, and
- 2 The terms and conditions of employment, including remuneration, of Dr. Perry Kendall
 - (a) are as specified for the Provincial health officer under the *Health Act*,
 - (b) subject to paragraph (c), continue to be those that applied with the Capital Region Health Board immediately prior to his appointment as Provincial health officer, and
 - (c) apply by way of his secondment by the Capital Region Health Board to the government for purposes of this appointment.



Minister of Health and Minister Responsible for Seniors



Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

authority under which Order is made:

act and section:-

Health Act, section 2 and *Public Service Act*, section 15

order (specify):-

April 9, 1999

508/99/13/bh



713819

SECONDMENT AGREEMENT

This Secondment Agreement dated for reference the 1st day of April 2008 (the "Agreement") is to confirm the terms of secondment of Dr. Perry Kendall, from the Vancouver Island Health Authority to the Ministry of Health.

THE PARTIES **Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health (the "Ministry")**
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

TERM OF AGREEMENT

The term of this Agreement shall be from April 1, 2008, to March 31, 2009.

... 2

WORKING LOCATION

The Ministry of Health
Office of the Provincial Health Officer
4th Floor, 1515 Blanshard Street
Victoria BC V8W 3C8

DESCRIPTION OF DUTIES

During the term of this Agreement, the Seconded will perform the role and functions of the Provincial Health Officer.

VACATION AND LEAVE

The Seconded will continue to accrue and take vacation and sick leave in accordance with VIHA policy. As vacation time is included in annual salary, VIHA assumes no financial responsibility for any unused vacation time, either on an annual basis or upon expiry of this agreement. Records of leave will be kept by the Ministry.

TRAVEL AND ACCOMMODATION EXPENSES

VIHA will not be responsible for any travel and accommodation expenses incurred by the Seconded during the term of this Agreement, unless those expenses were incurred as a result of the Seconded conducting business on behalf of the VIHA.

The Ministry will reimburse the Seconded for any travel, accommodation, meal and incidental expenses for travel greater than 32 kilometres away from Victoria and Vancouver, on the same basis as Group 3 employees are paid when they are on travel status.

TERMINATION

This Agreement may be terminated prior to the end date specified in "Term of Agreement" by any one of the Parties, provided that a least 30 days written notice is given by that Party to each of the other Parties. This Agreement may be extended with the mutual agreement of the Parties provided that is agreed to in writing by the Parties at least 30 days prior to the end date of the Agreement.

MODIFICATIONS TO THE AGREEMENT

The Parties agree that no modification of this Agreement is effective unless it is in writing and signed by the Parties. This Agreement and any modification of it constitute the entire Agreement between the Parties.

.../3

CONDITIONS OF EMPLOYMENT

The Parties agree as follows:

- (a) That the Seconded will remain an employee of VIHA and will, upon expiry or early termination of this Agreement, return to a senior management position with VIHA. The terms and conditions of employment to be discussed with VIHA at that time.
- (b) That the Seconded will not be entitled to any benefits from the Ministry, except for indemnity protection, as outlined in Section 119 of the Ministry's "Consolidated Terms and Conditions for Excluded Management Employees".
- (c) That VIHA will continue to provide all other benefits, other than those specified in subsection (b) above, which the Seconded normally receives as an employee of VIHA.
- (d) That the Seconded will be bound by the terms, conditions and statements reflected in the Province of British Columbia "Standards of Conduct for Public Service Employees" and "Oath of Employment" during the term of this Agreement.
- (e) VIHA will not be liable in any way, shape or form for damages caused or implied in the present or the future as a result of direct or indirect actions of the Seconded while performing duties for the Ministry under the terms of this Agreement.
- (f) The Seconded will be required to comply with the Ministry policy on the use of the Internet, the use of email and other workplace policies expected of other Ministry agents.

COMPENSATION

The Ministry agrees to pay VIHA, from April 1, 2008, an increase to base salary of 2.5 percent per annum.

The Ministry agrees to pay to VIHA quarterly, within 60 days of receiving an invoice, a sum equivalent to one quarter of:

- The base salary of \$197,118.78;
- The leadership differential amount of \$14,039;
- The cost of benefits calculated as 20 percent of the base salary and differential.

The Seconded will receive an additional \$14,039 per annum in recognition of the Provincial Health Officer's leadership and stewardship role and for the oversight of the establishment and monitoring of professional standards for Medical Health Officers in the province.


VIHA agrees to advise the Ministry in advance of any adjustments to the base salary and resulting benefit costs during the term of the Agreement.

.../4

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and benefits until March 31, ~~2008~~ 2009. *Waldner*

The total amount paid to the VIHA for salary and benefit reimbursement during the term of this Agreement shall not exceed \$255,000.

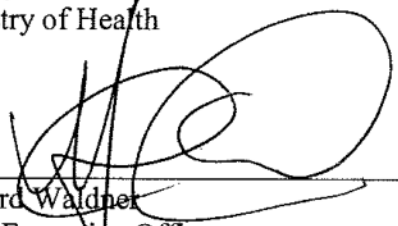
APPROVED:



Gord Macatee
Deputy Minister
Ministry of Health

JUN 17 2008

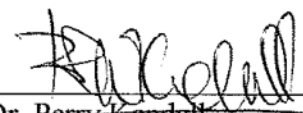
Date



Howard Waldner
Chief Executive Officer
Vancouver Island Health Authority

July 7, 2008

Date



Dr. Perry Kendall
Secondee

June 25 2008

Date



Cliff # 775980

SECONDMENT AGREEMENT

This Secondment Agreement dated for reference the 1st day of April, 2009 (the "Agreement") is to confirm the terms of secondment of Dr. Perry Kendall, from the Vancouver Island Health Authority to the Ministry of Healthy Living and Sport.

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Ministry of Healthy Living and Sport (the
"Ministry")
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

TERM OF AGREEMENT

The term of this Agreement shall be from April 1, 2009 to October 1, 2009.

WORKING LOCATION

The Ministry of Health
Office of the Provincial Health Officer
4th Floor, 1515 Blanshard Street
Victoria BC V8W 3C8

DESCRIPTION OF DUTIES

During the term of this Agreement, the Seconded will perform the role and functions of the Provincial Health Officer.

VACATION AND LEAVE

The Seconded will continue to accrue and take vacation and sick leave in accordance with VIHA policy. As vacation time is included in annual salary, VIHA assumes no financial responsibility for any unused vacation time, either on an annual basis or upon expiry of this agreement. Records of leave will be kept by the Ministry.

TRAVEL AND ACCOMMODATION EXPENSES

VIHA will not be responsible for any travel and accommodation expenses incurred by the Seconded during the term of this Agreement, unless those expenses were incurred as a result of the Seconded conducting business on behalf of the VIHA.

The Ministry will reimburse the Seconded for any travel, accommodation, meal and incidental expenses for travel greater than 32 kilometres away from Victoria and Vancouver, on the same basis as Group 3 employees are paid when they are on travel status.

TERMINATION

This Agreement may be terminated prior to the end date specified in "Term of Agreement" by any one of the Parties, provided that a least 30 days written notice is given by that Party to each of the other Parties. This Agreement may be extended with the mutual agreement of the Parties provided that is agreed to in writing by the Parties at least 30 days prior to the end date of the Agreement.

MODIFICATIONS TO THE AGREEMENT

The Parties agree that no modification of this Agreement is effective unless it is in writing and signed by the Parties. This Agreement and any modification of it constitute the entire Agreement between the Parties.

CONDITIONS OF EMPLOYMENT

The Parties agree as follows:

- (a) That the Seconded will remain an employee of VIHA and will, upon expiry or early termination of this Agreement, return to a senior management position with VIHA. The terms and conditions of employment to be discussed with VIHA at that time.
- (b) That the Seconded will not be entitled to any benefits from the Ministry, except for indemnity protection, as outlined in Section 119 of the Ministry's "Consolidated Terms and Conditions for Excluded Management Employees".
- (c) That VIHA will continue to provide all other benefits, other than those specified in subsection (b) above, which the Seconded normally receives as an employee of VIHA.
- (d) That the Seconded will be bound by the terms, conditions and statements reflected in the Province of British Columbia "Standards of Conduct for Public Service Employees" and "Oath of Employment" during the term of this Agreement.
- (e) VIHA will not be liable in any way, shape or form for damages caused or implied in the present or the future as a result of direct or indirect actions of the Seconded while performing duties for the Ministry under the terms of this Agreement.
- (f) The Seconded will be required to comply with the Ministry policy on the use of the Internet, the use of email and other workplace policies expected of other Ministry agents.

COMPENSATION

The Ministry agrees to pay to VIHA, from April 1, 2009, an increase to base salary of 3.0 percent per annum.

The Ministry agrees to pay VIHA quarterly, within 60 days of receiving an invoice, a sum equivalent to one quarter of:

The base salary of \$197,118.78;

The leadership differential amount of \$14,039;

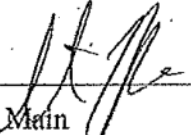
The cost of benefits calculated as 20 percent of the base salary and differential.

The Seconded will receive an additional \$14,039 per annum in recognition of the Provincial Health Officer's leadership and stewardship role and for the oversight of the establishment and monitoring of professional standards for Medical Health Officers in the Province.

VIHA agrees to advise the Ministry in advance of any adjustments to the base salary and resulting benefit costs during the term of the Agreement.

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until October 1, 2009.

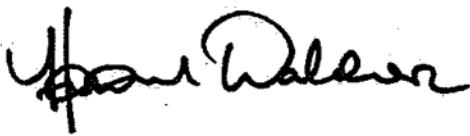
APPROVED:



Grant Main
Deputy Minister
Ministry of Healthy Living & Sport

April 1/09.

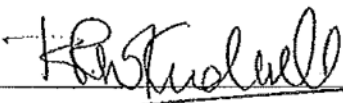
Date



Howard Waldner
Chief Executive Officer
Vancouver Island Health Authority

April 1/09

Date



Dr. Perry Kendall
Seconded

APRIL 1 2009

Date

AMENDED SECONDMENT AGREEMENT

THE PARTIES

**Her Majesty the Queen in Right of the Province of British
Columbia, as represented by the Minister of Health (the
"Ministry")**
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

Ministry of Health Services

AGREEMENT

The parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:

The term of this Agreement shall be from October 1, 2011 to February 2, 2012.

B. That the **COMPENSATION** shall be amended so as to read as follows:

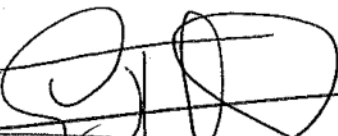
COMPENSATION

The Ministry agrees to pay to VIHA, from October 1, 2011 to February 2, 2012.

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until February 2, 2012.

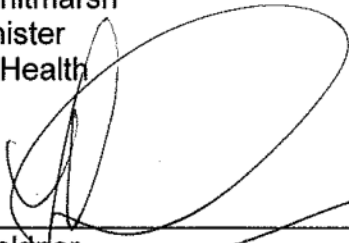
C. In all other respects the Agreement is confirmed.

APPROVED:



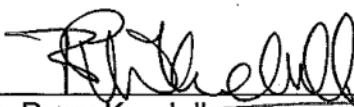
Graham Whitmarsh
Deputy Minister
Ministry of Health

16th July 2011
Date



Howard Waldner
Chief Executive Officer
Vancouver Island Health Authority

July 19 2011
Date



Dr. Perry Kendall
Provincial Health Officer

July 11 2011
Date



Contract # 2011-220
Cliff # 847656

SECONDMENT AGREEMENT

This Secondment Agreement dated for reference the first day of October 2010 (the "Agreement") is to confirm the terms of secondment of Dr. Perry Kendall, from the Vancouver Island Health Authority to the Ministry of Healthy Living and Sport.

THE PARTIES Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Healthy Living and Sport (the "Ministry") at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2010 to October 1, 2011.

WORKING LOCATION

The Ministry of Healthy Living and Sport

Office of the Provincial Health Officer

4th Floor, 1515 Blanshard Street

Victoria BC V8W 3C8

DESCRIPTION OF DUTIES

During the term of this Agreement, the Seconded will perform the role and functions of the Provincial Health Officer.

VACATION AND LEAVE

The Seconded will continue to accrue and take vacation and sick leave in accordance with VIHA policy. As vacation time is included in annual salary, VIHA assumes no financial responsibility for any unused vacation time, either on an annual basis or upon expiry of this agreement. Records of leave will be kept by the Ministry.

TRAVEL AND ACCOMMODATION EXPENSES

VIHA will not be responsible for any travel and accommodation expenses incurred by the Seconded during the term of this Agreement, unless those expenses were incurred as a result of the Seconded conducting business on behalf of the VIHA.

The Ministry will reimburse the Seconded for any travel, accommodation, meal and incidental expenses for travel greater than 32 kilometres away from Victoria and Vancouver, on the same basis as Group 3 employees are paid when they are on travel status.

TERMINATION

This Agreement may be terminated prior to the end date specified in "Term of Agreement" by any one of the Parties, provided that a least 30 days written notice is given by that Party to each of the other Parties. This Agreement may be extended with the mutual agreement of the Parties provided that is agreed to in writing by the Parties at least 30 days prior to the end date of the Agreement.

MODIFICATIONS TO THE AGREEMENT

The Parties agree that no modification of this Agreement is effective unless it is in writing and signed by the Parties. This Agreement and any modification of it constitute the entire Agreement between the Parties.

CONDITIONS OF EMPLOYMENT

The Parties agree as follows:

- (a) That the Seconded will remain an employee of VIHA and will, upon expiry or early termination of this Agreement, return to a senior management position with VIHA. The terms and conditions of employment to be discussed with VIHA at that time.
- (b) That the Seconded will not be entitled to any benefits from the Ministry, except for indemnity protection, as outlined in Section 119 of the Ministry's "Consolidated Terms and Conditions for Excluded Management Employees".
- (c) That VIHA will continue to provide all other benefits, other than those specified in subsection (b) above, which the Seconded normally receives as an employee of VIHA.
- (d) That the Seconded will be bound by the terms, conditions and statements reflected in the Province of British Columbia "Standards of Conduct for Public Service Employees" and "Oath of Employment" during the term of this Agreement.
- (e) VIHA will not be liable in any way, shape or form for damages caused or implied in the present or the future as a result of direct or indirect actions of the Seconded while performing duties for the Ministry under the terms of this Agreement.
- (f) The Seconded will be required to comply with the Ministry policy on the use of the Internet, the use of email and other workplace policies expected of other Ministry agents.

COMPENSATION

The Ministry agrees to pay to VIHA, from October 1, 2010 to October 1, 2011.

Ministry agrees to pay VIHA quarterly, within 60 days of receiving an invoice, a sum equivalent to one quarter of:

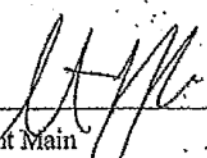
The base salary of \$220,598.51. The Seconded will receive an additional \$14,039 per annum leadership differential in recognition of the Provincial Health Officer's leadership and stewardship role and for the oversight of the establishment and monitoring of professional standards for Medical Health Officers in the Province.

The cost of benefits calculated as 25 percent of the base salary and ~~the leadership~~ differential.

VIHA agrees to advise the Ministry in advance of any adjustments to the base salary and resulting benefit costs during the term of the Agreement.

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until October 1, 2011.

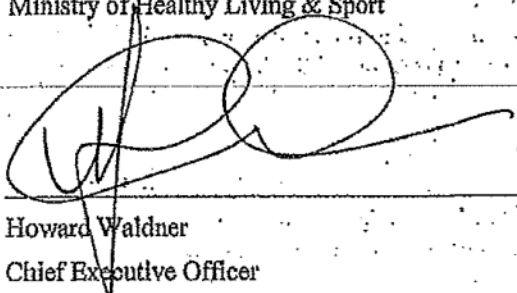
APPROVED:


Grant Main

Deputy Minister

Ministry of Healthy Living & Sport


Aug 23 2010
Date


Howard Waldner

Chief Executive Officer

Vancouver Island Health Authority

Sept 1 2010
Date


Dr. Perry Kendall

Provincial Health Officer

AUG 17 2010
Date

AMENDED SECONDMENT AGREEMENT

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health (the "Ministry")
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

AGREEMENT

The parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:

The term of this Agreement shall be from October 1, 2010 to December 31, 2012.

B. That the **COMPENSATION** shall be amended so as to read as follows:


COMPENSATION

The Ministry agrees to pay to VIHA, from October 1, 2010 to December 31, 2012.

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until December 31, 2012.

C. In all other respects the Agreement is confirmed.

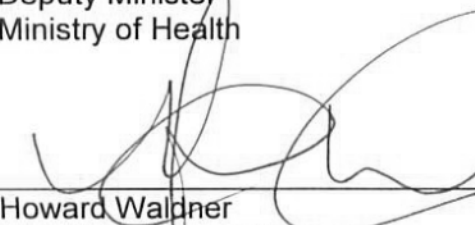
APPROVED:



Graham Whitmarsh
Deputy Minister
Ministry of Health

8/9/11

Date



Howard Waldner
Chief Executive Officer
Vancouver Island Health Authority

8/9/11

Date



Dr. Perry Kendall
Provincial Health Officer

SEP 7 2011

Date

AMENDED SECONDMENT AGREEMENT

THE PARTIES

**Her Majesty the Queen in Right of the Province of
British Columbia, as represented by the Minister of
Health (the "Ministry")**
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

AGREEMENT

The parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:

The term of this Agreement shall be from October 1, 2010 to December 31, 2013.

B. That the **COMPENSATION** shall be amended so as to read as follows:


COMPENSATION

The Ministry agrees to pay to VIHA, from October 1, 2010 to December 31, 2013.

Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until December 31, 2013.


C. In all other respects the Agreement is confirmed.

APPROVED:



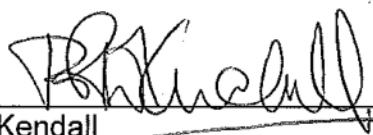
Graham Whitmarsh
Deputy Minister
Ministry of Health

June 4, 2012
Date



Howard Waldner
Chief Executive Officer
Vancouver Island Health Authority

June 6, 2012
Date



Dr. Perry Kendall
Provincial Health Officer

June 12, 2012
Date



Where ideas work

AMENDED SECONDMENT AGREEMENT

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia, as presented by the Minister of Health (the "Ministry")
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority ("VIHA")
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

AGREEMENT

The Parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:

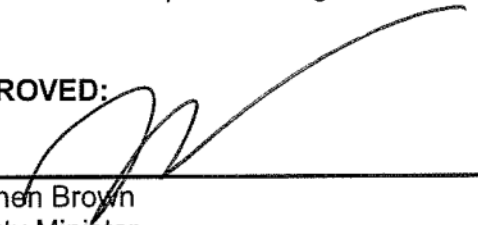
The *term* of this Agreement shall be from October 1, 2010 to December 31, 2014.

B. That the **COMPENSATION** shall be amended so as to read as follows:

The Ministry agrees to pay VIHA, from October 1, 2010 to December 31, 2014 the funds necessary for VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until December 31, 2014.

C. In all other respects the Agreement is confirmed.

APPROVED:


Stephen Brown
Deputy Minister
Ministry of Health

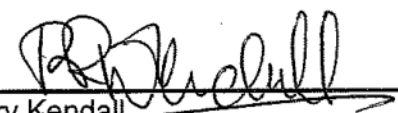

(Date)

June 25 2013


Dr. Brendan Carr
Acting President & Chief Executive Officer
Vancouver Island Health Authority

June 25, 2013

Date


Dr. Perry Kendall
Provincial Health Officer


Date

June 25 2013



Where ideas work

AMENDED SECONDMENT AGREEMENT

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia, as presented by the Minister of Health (the Ministry)
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority (VIHA)
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.



Where ideas work

AGREEMENT

The Parties agree as follows:

- A. That the **TERM** shall be amended so as to read as follows:

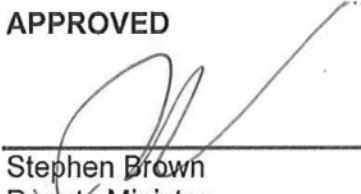
The *term* of this Agreement shall be from October 1, 2010 to March 31, 2015.

- B. That the **COMPENSATION** shall be amended so as to read as follows:

The Ministry agrees to pay VIHA, from October 1, 2010 to March 31, 2015 the funds necessary to VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until March 31, 2015.

- C. In all other respects the Agreement is confirmed.


APPROVED


Stephen Brown
Député Minister
Ministry of Health

OCTOBER 30, 2014
Date


Dr. Brendan Carr
President and Chief Executive Officer
Vancouver Island Health Authority

October 24, 2014
Date


Dr. Perry Kendall
Provincial Health Officer

OCT 28TH 2014
Date



PERSONAL & CONFIDENTIAL

April 9, 1999

Dr. Perry Kendall
s.22

Dear Dr. Kendall:

I am pleased to offer you a secondment to the position of the Provincial Health Officer at a salary of \$147,000 per annum plus benefits.

The British Columbia Provincial Health Officer position is unique in Canada and has a broad legislative base in which to work under. The BC Health Act confers powers and responsibilities on the Provincial Health Officer, and as such, it is critical that the incumbent work closely with the Ministry, in the advancement of appropriate healthy public policy.

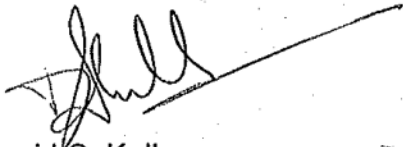
A memorandum of understanding that outlines the terms of the secondment and a document that includes an interpretation of the position's legislative authority and responsibility as contained in the BC Health Act as well as our expectations of your responsibilities is attached.

Please sign this letter and the memo of understanding indicating your acceptance of the terms outlined and return it to Laurie Woodland, Manager, Human Resources, 6-2, 1515 Blanshard Street, Victoria BC V8W 3C8.

.../2

On behalf of the Minister and the Ministry of Health, I look forward to working with you as we move forward in our efforts to develop a world class public health system for British Columbia.

Yours sincerely,



David S. Kelly
Deputy Minister

Enclosure

pc: Leah Hollins, Associate Deputy Minister, Regional Programs
Andy Hazlewood, Director, Public and Preventive Health Division
Tom Closson, Chief Executive Officer, Capital Health Region
Laurie Woodland, Manager, Human Resources

I accept the arrangements as outlined above.


Name

13.04.99
Date

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is to confirm the Terms of Secondment of Dr. Perry Kendall, from the Capital Health Region to the Ministry of Health.

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia, as represented by Her Minister of Health, Parliament Buildings, Victoria,

(hereinafter called the "Ministry")

Capital Health Region
2101 Richmond Avenue
Victoria BC V8R 4R7

(hereinafter called the "CHR")

Dr. Perry Kendall
s.22

(hereinafter called the "Secondee")

DURATION OF ASSIGNMENT

The provisions of this Agreement will be in effect for a period of three years beginning June 1, 1999, or an earlier date mutually agreed by the parties, subject to extension as may be agreed to by the parties, and subject to provisions for earlier termination as contained herein.

WORKING LOCATION DURING ASSIGNMENT

The Ministry of Health and Ministry Responsible for Seniors
Office of Provincial Health Officer
3rd Floor, 1810 Blanshard Street
Victoria BC V8V 1X4

DESCRIPTION OF JOB

The role and functions of the Provincial Health Officer as described in the attachment to the letter from David Kelly, Deputy Minister, of April 9, 1999.

VACATION AND LEAVE

The Secondee will continue to accrue and take vacation and sick leave in accordance with CHR policy. Records of leave will be kept by the Ministry.

TRAVEL ACCOMMODATIONS AND EXPENSES

The CHR will not be responsible for any travel and accommodation expenses while the Secondee is engaged with the Ministry. The Ministry will reimburse the CHR for expenses incurred on Ministry business.

.../3

TERMINATION

This Agreement will expire on May 31, 2002. This Agreement may be terminated before this date by either the Ministry or the Seconded provided that a least one month's notice of intent is given to the other in advance of the intended termination date. This Agreement may be extended with the mutual agreement of the Parties provided that one month's notice is given.

ONE CONTRACT

The Parties agree that this Agreement will be the sole contract signed by the Parties for the purposes of administering the paid leave granted to the Seconded.

INTENT

The Parties hereto agree to give their full cooperation to implement the intent of this Agreement and where necessary shall execute such further documents and assurances as may reasonably be required in the execution of the works hereunder.

CONDITIONS

The CHR will not be liable in any way, shape or form for damages caused or implied in the present or the future as a result of direct or indirect actions of the Seconded while engaged with the Ministry.

The Seconded will be required to comply with the Standards of Conduct Policy for Public Service Employees. As well, the Seconded will be required to comply with the confidentiality requirements consistent with the Oath of Employment for Public Service Employees.

The Seconded remains an employee of the CHR throughout the term of this agreement. The CHR pays the Seconded's regular salary and maintains his benefit plans. (A plan of reimbursement to the CHR will be implemented).

At the termination of this agreement, the Seconded will return to a senior management position with the CHR. The terms and conditions of employment to be discussed with the CHR at that time.

Notwithstanding any other provision of this agreement, this agreement is subject to the appointment of Dr. Perry Kendall by the Lieutenant Governor in Council.

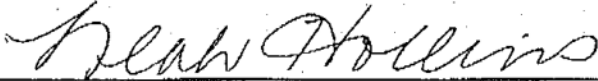
COMPENSATION

The Ministry agrees to reimburse CHR, the employee's salary plus benefits, for the duration of the assignment. If the assignment were terminated before this date at the Ministry's request, the Ministry will continue to provide the funds necessary for the CHR to pay Dr. Kendall his current salary and benefits until May 31, 2002.

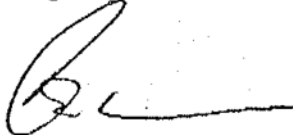
.../3

-3-

RECOMMENDED:

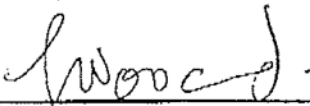


Leah Hollins
Associate Deputy Minister
Regional Programs



Andy Hazlewood
Executive Director
Public & Preventive Health Services

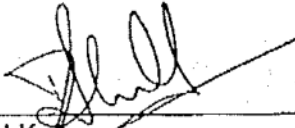
Date



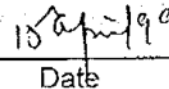
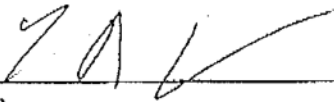
Laurie Woodland
Manager, Human Resources


Date

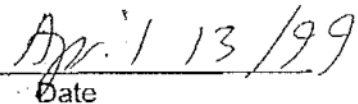
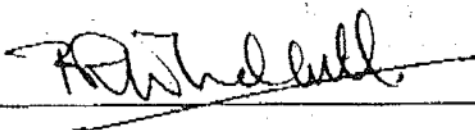
SIGNATURES OF APPROVAL:



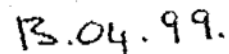
David Keny
Deputy Minister
Ministry of Health and
Ministry Responsible for Seniors


Date

Tom Closson
Chief Executive Officer
CHR


Date

Perry Kendall
Seconded


Date

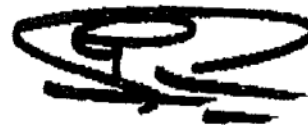
PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No.

541

, Approved and Ordered APR 30 1999

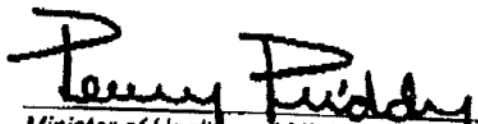


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

- 1 Dr. Perry Kendall is appointed Provincial health officer, a position considered to be acting in a confidential capacity to a member of the Executive Council, and
- 2 The terms and conditions of employment, including remuneration, of Dr. Perry Kendall
 - (a) are as specified for the Provincial health officer under the *Health Act*,
 - (b) subject to paragraph (c), continue to be those that applied with the Capital Region Health Board immediately prior to his appointment as Provincial health officer, and
 - (c) apply by way of his secondment by the Capital Region Health Board to the government for purposes of this appointment.



Minister of Health and Minister Responsible for Seniors



Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section:-

Health Act, section 2 and *Public Service Act*, section 15

Other (specify):-

April 9, 1999

508/99/13/bb



Where ideas work

AMENDED SECONDMENT AGREEMENT

THE PARTIES

Her Majesty the Queen in Right of the Province of British Columbia, as presented by the Minister of Health (the Ministry)
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority (VIHA)
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.



Where ideas work

AGREEMENT

The Parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:


The *term* of this Agreement shall be from October 1, 2010 to December 31, 2015.

B. That the **COMPENSATION** shall be amended so as to read as follows:


The Ministry agrees to pay VIHA, from October 1, 2010 to December 31, 2015, the funds necessary to VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until December 31, 2015.

C. In all other respects the Agreement is confirmed.


APPROVED


Stephen Brown
Deputy Minister
Ministry of Health

JAN 08 2015
Date


Dr. Brendan Carr
President and Chief Executive Officer
Vancouver Island Health Authority

February 11, 2015
Date


Dr. Perry Kendall
Provincial Health Officer

JAN 5 2015
Date



Where ideas work

AMENDED SECONDMENT AGREEMENT

THE PARTIES **Her Majesty the Queen in Right of the Province of
British Columbia, as presented by the Minister of Health (the
Ministry)**
at the following address:

1515 Blanshard Street
Victoria BC V8W 3C8

Vancouver Island Health Authority (VIHA)
at the following address:

2101 Richmond Avenue
Victoria BC V8R 4R7

Dr. Perry Kendall (the "Seconded")
at the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.



Where ideas work

AGREEMENT

The Parties agree as follows:

A. That the **TERM** shall be amended so as to read as follows:

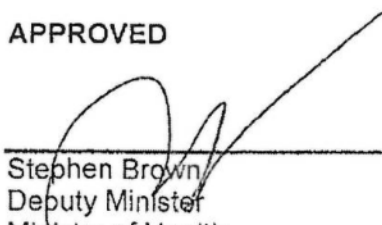
The *term* of this Agreement shall be from October 1, 2010 to December 31, 2017.

B. That the **COMPENSATION** shall be amended so as to read as follows:

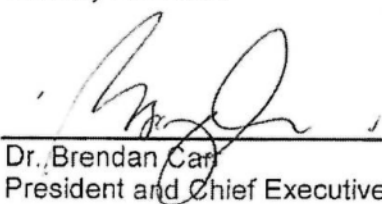
The Ministry agrees to pay VIHA, from October 1, 2010 to December 31, 2017, the funds necessary to VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until December 31, 2017.

C. In all other respects the Agreement is confirmed.

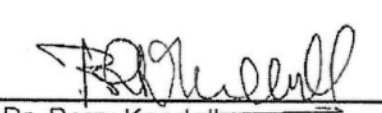
APPROVED


Stephen Brown
Deputy Minister
Ministry of Health

October 19, 2015
Date


Dr. Brendan Carr
President and Chief Executive Officer
Vancouver Island Health Authority

October, 26 2015
Date


Dr. Perry Kendall
Provincial Health Officer

Oct 19 2015
Date

AMENDED SECONDMENT

THE PARTIES

**Her Majesty the Queen in Right of the Province of
British Columbia, as presented by the Minister of Health (the
Ministry)**

At the following address:

PO Box 9648 STN PROV GOVT
4th Floor, 1515 Blanshard Street
Victoria BC V8W 9P4

Vancouver Island Health Authority (VIHA)

At the following address:

Begbie Building
1952 Bay Street
Victoria BC V8R 1J8

Dr. Perry Kendall (the “Secondee”)

At the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the “Agreement”).
- B. The Parties have agreed to amend this Agreement

AGREEMENT:

The parties agree as follows:

- A. That the TERM shall be amended so as to read as follows:
The term of the Agreement shall be from October 1, 2010 to January 31, 2018

- B. That the COMPENSATION shall be amended so as to read as follows:

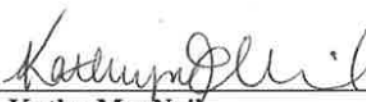
The Ministry agrees to pay VIHA, from October 2010 to January 31, 2018, the funds necessary to VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until January 31, 2018.

- C. In all other respects the Agreement is confirmed.

APPROVED

Stephen Brown
Deputy Minister
Ministry of Health

Date:


Kathy MacNeil
Interim President and Chief Executive Officer
Vancouver Island Health Authority

Nov 8, 2017
Date:

Dr. Perry Kendall
Provincial Health Officer

Date:

AMENDED SECONDMENT

THE PARTIES

**Her Majesty the Queen in Right of the Province of
British Columbia, as presented by the Minister of Health (the
Ministry)**

At the following address:

PO Box 9648 STN PROV GOVT
4th Floor, 1515 Blanshard Street
Victoria BC V8W 9P4

Vancouver Island Health Authority (VIHA)

At the following address:

Begbie Building
1952 Bay Street
Victoria BC V8R 1J8

Dr. Perry Kendall (the "Seconded")

At the following address:

s.22

BACKGROUND

- A. The Parties entered into an agreement dated the first day of October 2010, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend this Agreement

AGREEMENT:

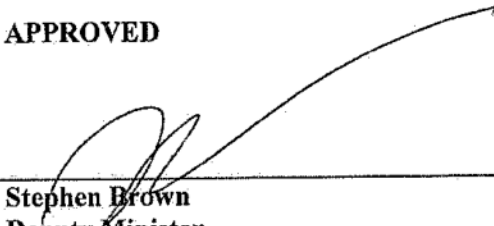
The parties agree as follows:

- A. That the TERM shall be amended so as to read as follows:
The term of the Agreement shall be from October 1, 2010 to January 31, 2018
- B. That the COMPENSATION shall be amended so as to read as follows:

The Ministry agrees to pay VIHA, from October 2010 to January 31, 2018, the funds necessary to VIHA to pay the Seconded's salary (base salary plus differential) and Benefits afforded to the employee. It is acknowledged that the base salary amount may be adjusted during the term of the Agreement in accordance with salary adjustments for Medical Health Officers Area 2D and that VIHA will advise the Ministry of such changes. Should this Agreement be terminated by the Ministry during the term of the Agreement, the Ministry will continue to provide the funds necessary for VIHA to pay the Seconded's salary (base plus differential) and Benefits until January 31, 2018.

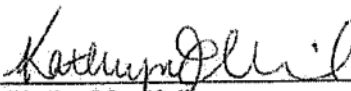
- C. In all other respects the Agreement is confirmed.

APPROVED


Stephen Brown
Deputy Minister
Ministry of Health

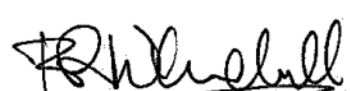
Nov. 8, 2017

Date:


Kathy MacNeil
Interim President and Chief Executive Officer
Vancouver Island Health Authority

Nov 8, 2017

Date:


Dr. Perry Kendall
Provincial Health Officer

Nov. 8 2017

Date: