



Ministry of
Public Safety and
Solicitor General

Corrections Branch
Office of the
Assistant Deputy Minister

MEMORANDUM

Mailing Address: P.O. Box 9278 STN PROV GOVT

7th floor, 1001 Douglas Street, Victoria, British Columbia V8W 9J7 Telephone: 250 387-5354 Fax: (250) 387-5698

C515290

April 7, 2016

Chiron Health Services Inc
PO Box 8310 Central CSC, Victoria, B.C V8W 3R9

Attention: Drs. Paul Henry and Scott Bezeau

Re: Health Care Services Agreement between the Province and Chiron Health Services Inc. (the "Agreement")

As you know, the term of the Agreement ends on September 30, 2016. However, section 3.03 of the Agreement grants options to the Province to extend the term of the Agreement for up to three additional periods of six months by giving written notice to Insight in accordance with that section of the Agreement. In the case of the second extension of the term, notice of the exercise of the Province's option must be given to Chiron by no later than 100 days prior to September 30, 2016, which we calculate to be June 22, 2016.

Please be advised that the Province hereby elects to extend the term for a six month period which is to commence on October 1, 2016. For clarity, the Province retains the option to extend the term of the Agreement for a third and final period of six months.

As you know, the Agreement already contains provisions regarding the agreed-upon fees that will be payable during each of the extension periods.

Sincerely,

Brent Merchant
Assistant Deputy Minister

cc: Lori Wanamaker
Stephanie Macpherson
Dave Friesen
Tony Porter
Tim Schober



C515290

July 28, 2016

Chiron Health Services Inc
PO Box 8310 Central CSC
Victoria, BC V8W 3R9

Attention: Drs. Paul Henry and Scott Bezeau

Dear Dr. Henry and Dr. Bezeau:

Re: Health Care Services Agreement between the Province and Chiron Health Services Inc.
(the "Agreement")

As stated in the April 7, 2016 extension letter, the term of the Agreement ends on March 31, 2017. However, to reflect our most recent communication for the need of another extension of service, please be advised that the Province hereby elects to extend the term for a six month period which is to commence on April 1, 2017, and conclude on September 30, 2017. For clarity, this is the third and final extension of this Agreement according to section 3.03.

As you know, the Agreement already contains provisions regarding the agreed-upon fees that will be payable during each of the extension periods.

Sincerely,

Brent Merchant
Assistant Deputy Minister

pc: Mark Sieben
Stephanie Macpherson
Dave Friesen
Tony Porter
Tim Schober

Protect Communities, Reduce Reoffending

Ministry of
Public Safety and
Solicitor General

Corrections Branch
Office of the
Assistant Deputy Minister

Mailing Address:
PO BOX 9278 STN PROV GOVT
Victoria BC V8W 9J7

Location Address:
7th Floor, 1001 Douglas Street
Telephone: 250 387-5363
Facsimile: 250 387-5698

AMENDMENT AGREEMENT No. 1

THIS AMENDMENT AGREEMENT is made as of October 13, 2015

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Justice

(the "**Province**")

AND

CHIRON HEALTH SERVICES INC., a company organized under the laws of British Columbia

("Chiron")

WHEREAS:

- A. The Province and Chiron entered into the Health Care Services Agreement dated as of February 2, 2015 (the "**Agreement**").
- B. The Province and Chiron wish to make amendments to the Agreement in order to expand the scope of the Services so as to allow for the placement, in Correctional Centres, and under the supervision of Chiron, of students attending health care-related programs at British Columbia post-secondary institutions which require a practicum component.
- C. The parties have therefore agreed to amend the Agreement (as amended) on the terms set out in this Amending Agreement No. 1 (the "**Amendment Agreement**").

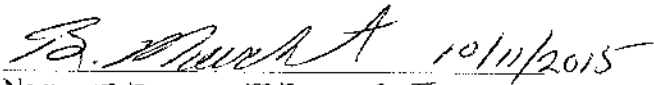
NOW THEREFORE THIS AMENDMENT AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the Province and Chiron agree as follows, effective as of the date first written above (the "**Effective Date**").

- 1. Unless otherwise stated in this Amendment Agreement, capitalized terms have the meanings given to those terms in the Agreement.
- 2. The Agreement is hereby amended by the addition of Schedule N (*Practicum Students*) the form and content of which is as attached to this Amendment Agreement.
- 3. Except as specifically provided herein, the terms and conditions of the Agreement are confirmed and continue in full force and effect.

4. This Amendment Agreement may be executed by the parties in any number of counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed signature page of this Amendment Agreement by facsimile transmission will be effective to the same extent as if such party had delivered a manually executed counterpart.

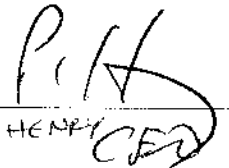
IN WITNESS WHEREOF the parties have duly executed this Amendment Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, by the
Minister of Justice or the Minister's authorized representative

 10/11/2015
Name: BRENT MERCHANT
Title: ASSISTANT DEPUTY MINISTER, CORRECTIONS BRANCH

CHIRON HEALTH SERVICES INC.

Per:


Name: PAUL HENRY
Title: CEO

Attachment to Amendment Agreement No. 1

SCHEDULE N **PRACTICUM STUDENTS**

1. Background: From time to time during the Term, a British Columbia post-secondary institution that offers a program of study in a health-related field may approach the Province or the Service Provider with a proposal that students attending that post-secondary institution be permitted to gain practical work experience through a limited-time placement in a specified Correctional Centre under the supervision of the Service Provider.
2. In the event that the Service Provider is directly approached by a post-secondary institution, the Service Provider will forthwith inform the Province of the proposal. In the event the Province is approached by a post-secondary institution, it will direct the post-secondary institution to connect with the Service Provider.
3. If it wishes to do so, the Service Provider may bring students of the relevant post-secondary institution (the “**Participating Students**”) onto the premises of the relevant Correctional Centre for the purposes contemplated by this Schedule N.
4. Despite any other provision of this Amendment Agreement, the Province reserves the right, acting in its sole discretion, to
 - (a) refuse to allow a Participating Student to enter onto the premises of a Correctional Centre; and
 - (b) cancel any security clearance granted to a Participating Student.
5. The Service Provider agrees that it will supervise and be fully responsible for Participating Students while they are on Correctional Centre premises.
6. Without limiting the generality of section 5 of this Schedule N, the Service Provider agrees that:
 - a) for the purposes of section 9.04 of the Agreement, Participating Students are deemed to be “personnel engaged by the Service Provider”;
 - b) the Service Provider will confirm with the post-secondary institution that the Participating Students are covered by the post-secondary institution’s insurance or that relevant liability insurance is in place commensurate with their scope of practicum experience;
 - c) for the purposes of section 10.07 of the Agreement, which sets out the scope of the Service Provider’s obligation to indemnify the Province for certain matters, Participating Students are deemed to be the “employees” of the Service Provider;
 - d) for the purposes of sections 20.01 to 20.06 of the Agreement (*Criminal Records Review Act*), Participating Students are deemed to be employees of the Service Provider;
 - e) for the purposes of section 50.01 of the Agreement (Security Clearances), Participating Students are deemed to be Health Care Personnel;
 - f) for the purposes of section 51.04 of the Agreement (Security Breaches), Participating Students are deemed to be “employees” of the Service Provider; and
 - g) for the purposes of section 57.01 (Schedule C - Licences), Participating Students are deemed to be the “employees” of the Service Provider.

7. For clarity, the Service Provider may, without the approval of the Province, enter into memoranda of understanding or other written agreements with post-secondary institutions and/or with Participating Students, provided that the memoranda or other agreements are not inconsistent with the provisions of the Agreement including, without limitation, this Schedule N.
8. No additional compensation will be paid to the Service Provider in relation to any of the matters contemplated by this Schedule N.



C513568

December 22, 2015

Chiron Health Services Inc
PO Box 8310 Central CSC
Victoria BC V8W 3R9

Attention: Drs. Paul Henry and Scott Bezeau

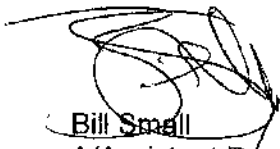
Re: Health Care Services Agreement between the Province and Chiron Health Services Inc. (the "Agreement")

As you know, the term of the Agreement ends on March 31, 2016. However, section 3.03 of the Agreement grants options to the Province to extend the term of the Agreement for up to three additional periods of six months by giving written notice to Insight in accordance with that section of the Agreement. In the case of the first extension of the term, notice of the exercise of the Province's option must be given to Chiron by no later than 100 days prior to March 31, 2016, which we calculate to be December 23, 2015.

Please be advised that the Province hereby elects to extend the term for a six month period which is to commence on April 1, 2016. For clarity, the Province retains the option to extend the term of the Agreement for a second and final period of six months.

As you know, the Agreement already contains provisions regarding the agreed-upon fees that will be payable during each of the extension periods.

Sincerely,



Bill Small
A/Assistant Deputy Minister

pc: Lori Wanamaker
Stephanie Macpherson
Dave Friesen
Tony Porter
Tim Schober

Protect Communities, Reduce Reoffending

**Ministry of Public
Safety and
Solicitor General**

Corrections Branch
Office of the
Assistant Deputy Minister

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Victoria BC V8W 9J7

Location Address:
7th Floor, 1001 Douglas Street
Telephone: 250 387-5363
Facsimile: 250 387-5698

HEALTH CARE SERVICES AGREEMENT

This Agreement is made as of the 2 day of February, 2015

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Justice and Attorney General (the "Province")

AND

CHIRON HEALTH SERVICES INC.,

a body corporate incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. BC 1020565 and having its registered office at 201 – 19 Dallas Road, Victoria, BC (the **"Service Provider"**)

WHEREAS the Province has selected the Service Provider to provide certain services to or on behalf of the Province, subject to and in accordance with the terms of this Agreement.

THEREFORE IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

DEFINITIONS

1.01 In this Agreement and its schedules, unless the context otherwise requires, the following terms will have the meanings given to them below:

- (a) "ACCW" means the Alouette Correctional Centre for Women, located in Maple Ridge, BC;
- (b) "Addiction Counsellor" means an employee of the Service Provider, or a subcontractor, who is a duly qualified addiction professional providing addiction services to Inmates;
- (c) "Administrative Fee" means the fixed, firm, annual fee described in sections 74.01 to 74.03 of Schedule E;
- (d) "Administrative Staff" means the Service Provider's employees and contractors that provide administrative services to support the delivery of health services;
- (e) "Adult Custody Policy" means the operational policies for the Adult Custody Division;
- (f) "Assistant Health Care Manager" means the Service Provider's employee or contractor who provides support to the Health Care Manager at those Centres in relation to which this position has been approved by the Province;
- (g) "Back-up Manager" means the person who is the designated back-up for the Service Provider's Manager, as more particularly described in sections 28.03 and 28.04 of Schedule A;
- (h) "Branch" means Corrections Branch, Ministry of Justice, or such other organizational part of the government of the Province as the Province may specify by written notice to the Service Provider;
- (i) "Branch Division Contract Manager" means the employee of the Branch designated by the Province for the purpose of the management of this Agreement;
- (j) "Business Day" means any day other than a Saturday, Sunday or statutory holiday in British

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Columbia;

- (k) "Centre" means a correctional centre under the *Correction Act*;
- (l) "Clinician" means one or more physicians, psychiatrists, psychologists, dentists and addictions counsellors, as the context requires;
- (m) "Communicable Disease/Quality Assurance Lead" means the Service Provider's employee or contractor responsible for organizing, monitoring and communicating with Health Care Personnel and Province representatives regarding all infectious agents, prevention measures, potential outbreaks, staff/Inmate education and treatment/control options;
- (n) "CORNET" means the electronic information system used by Corrections Branch to manage Inmate data;
- (o) "*Correction Act*" means the *Correction Act*, S.B.C. 2004, c. 46;
- (p) "*Correction Act Regulation*" means the *Correction Act Regulation*, B.C. Reg. 58/2005;
- (q) "*Criminal Records Review Act*" or "CRRA" means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86;
- (r) "Dentist" means a professional duly who is registered and entitled to practice dentistry in the Province of British Columbia and who is a member in good standing of the College of Dental Surgeons of British Columbia;
- (s) "Deputy Provincial Director" means the person designated by the Province to monitor and oversee the overall negotiation, development, administration, monitoring and evaluation of this Agreement;
- (t) "Director, Mental Health Services", means the person designated by the Province to provide clinical supervision of mental health services;
- (u) "Director of Nursing" means the Functional Lead who is an expert in the field of nursing and responsible to provide qualitative nursing practice oversight and nursing practice policies and procedures for the delivery of nursing services.
- (v) "Discharge Planning Lead" means the Service Provider's employee or contractor responsible for all health care related discharge and transfer planning, including community follow-up and referrals, continuity of care and medications, and related communication as described in section 34.01;
- (w) "Distribution" of medication means the dispensing of medication to a patient;
- (x) "Division Contract Manager" means the Corrections Branch representative responsible for the overall administration, monitoring, amending and evaluation of the Agreement;
- (y) "Drug Formulary" means the BC Corrections Branch Drug Formulary which is a list of medications classified by generic names for use in Centres, as that list is amended from time to time;
- (z) "Facilities" means the premises, if any, described in Schedule C;
- (aa) "Financial Administration Act" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (bb) "Fiscal Year" or "FY" means the fiscal year of the Province, which begins on April 1 and ends on March 31;
- (cc) "FMCC" means the Ford Mountain Correctional Centre, located in Chilliwack, BC;
- (dd) "FRCC" means the Fraser Regional Correctional Centre, located in Maple Ridge, BC;
- (ee) "Functional Leads" means one or more of the Communicable Disease/Quality Assurance Lead, Technology Lead, Medication, Supply and Inventory Lead, Mental Health and Addictions Lead, Discharge Planning Lead, and Director of Nursing;
- (ff) "General Practitioner" means a physician duly registered and entitled to practice medicine in the Province of British Columbia;
- (gg) "Health Care Facility" means the area or areas within each Centre that has been designated by

- the respective Warden for use by the Service Provider;
- (hh) “Health Care Manager” means the Service Provider employee or contractor responsible for the overall management and coordination of the Health Care Facility located within each Centre;
 - (ii) “Health Care Personnel” means any and all professional and other workers engaged or retained by the Service Provider to provide any of the Services for or on its behalf;
 - (jj) “Health Care Services” or “Services” means the medical, dental, mental health, addiction, administrative and other services described in Schedule A;
 - (kk) “Health Care Services Manual” means the Corrections Branch Health Care Services Manual;
 - (ll) “Incorporated Material” includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other materials in existence prior to the start of the Term or developed independently of this Agreement, whether complete or not, and that are incorporated into or embedded in the Produced Material by the Service Provider or its subcontractors;
 - (mm) “Inmate” has the same meaning as in the *Correction Act*;
 - (nn) “Inventory” means the furnishings, equipment, supplies and other personal property of the Province, if any, described in Schedule C;
 - (oo) “KRCC” means the Kamloops Regional Correctional Centre, located in Kamloops, BC;
 - (pp) “LPN” means Licensed Practical Nurse, as licensed through the College of Licensed Practical Nurses of British Columbia;
 - (qq) “Material” means, collectively, the Produced Material and the Received Material;
 - (rr) “Medical Services Consultant” means the Chief Executive Officer of the Service Provider;
 - (ss) “Medication, Supply and Inventory Lead” means the Service Provider’s employee or contractor responsible for the matters described in section 32.01;
 - (tt) “Mental Health and Addictions Lead” means the Service Provider’s employee or contractor responsible for all mental health and addiction patient assessment and care issues and communication;
 - (uu) “Mental Health Program Coordinator” means the Service Provider’s employee or contractor who provides coordination of services and special programs under the clinical supervision of the Mental Health and Addictions Lead to all Inmates with significant mental disorders;
 - (vv) “Mental Health Screener” means the Service Provider’s employee or contractor who provides mental health screening services to all Inmates, as required, by qualified Mental Health Screeners acceptable to the Province;
 - (ww) “Mental Health Services Consultant” means the Service Provider’s Director of Mental Health Services;
 - (xx) “MRP” or “Most Responsible Physician” means any General Practitioner providing service at a Centre;
 - (yy) “MSP” means the Medical Services Plan of British Columbia;
 - (zz) “Medical Director” means the person designated by the Province to provide clinical supervision of health services;
 - (aaa) “Medication, Supply and Inventory Lead” means the Service Provider’s employee or contractor responsible for medication monitoring, for the prescribing practices of General Practitioners and Dentists, for medication and supply utilization, for cost analyses and cost containment, and for participating in Drug Formulary recommendations and compliance monitoring;
 - (bbb) “NCC” means the Nanaimo Correctional Centre, located in Nanaimo, BC;
 - (ccc) “NFPC” means the North Fraser Pre-trial Centre, located in Port Coquitlam, BC;
 - (ddd) “OFA” means Occupational First Aid;
 - (eee) “PAC” or “PAC System” means the Primary Assessment and Care Inmate electronic health care record operated and maintained by the Province;
 - (fff) “PDC” means the Product Distribution Centre, Ministry of Technology, Innovation and

- Citizens' Services;
- (ggg) "PGRCC" means the Prince George Regional Correctional Centre, located in Prince George, BC;
- (hhh) "Pharmacy Technician" means a pharmacy technician who is a graduate of a recognized pharmacy technician program;
- (iii) "Privacy Protection Schedule" means Schedule K;
- (jjj) "Produced Material" includes all Incorporated Material and all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are produced by the Service Provider or its subcontractors;
- (kkk) "Program" means the program or programs, if any, established by the Assistant Deputy Minister;
- (lll) "Psychiatrist" means a psychiatrist duly registered and entitled to practice psychiatry in the Province of British Columbia;
- (mmm) "Psychologist" means a psychologist duly registered and entitled to practice psychology in the Province of British Columbia;
- (nnn) "Received Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are received by the Service Provider or its subcontractors from the Province or any other person;
- (ooo) "RN" means Registered Nurse;
- (ppp) "RPN" means Registered Psychiatric Nurse, as licensed through the College of Registered Psychiatric Nurses of British Columbia;
- (qqq) "Schedule of Payments" means Schedule E;
- (rrr) "Schedule of Services" means Schedule A;
- (sss) "Schedule of Standards" means Schedule B;
- (ttt) "Security Procedures" means such procedures as are established by the Province and as are in effect with respect to the delivery of the Services, the conduct and supervision of persons assigned to the performance of the Services or to the Facilities, and includes any amendments thereto;
- (uuu) "Security Schedule" means Schedule L;
- (vvv) "Service Provider's Manager" means the Service Provider's representative responsible for managing the Agreement, and includes the Service Provider's Back-Up Manager, as approved by the Province;
- (www) "Services" means the services described in the Schedule of Services;
- (xxx) "Sessional" means a period of 3.5 hours during which physician, psychological or psychiatric services are provided;
- (yyy) "SPSC" means the Surrey Pre-trial Services Centre, located in Surrey, BC;
- (zzz) "Standards" means the Standards of Conduct for Corrections Branch Employees;
- (aaaa) "Technology Lead" means the Service Provider's employee or contractor who is an expert in all aspects of medical technology related to the delivery of the Services;
- (bbbb) "Term" means the period referred to in section 3.02;
- (cccc) "Treasury Board" means the board continued under the *Financial Administration Act*, R.S.B.C. 1996, c. 138;
- (dddd) "VIRCC" means the Vancouver Island Regional Correctional Centre, located in Saanich, BC;
- (eeee) "Warden" means the warden of each Centre; and
- (ffff) "Workers Compensation Act" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492.

REPRESENTATIONS AND WARRANTIES

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- 2.01 The Service Provider represents and warrants to the Province that:
- (a) it has received and read the Standards as well as any additional documents referred to in the Schedule of Standards, and has caused its employees and subcontractors to do so; and
 - (b) it has received and read the privacy policies detailed in the Privacy Protection Schedule.
- 2.02 All representations and warranties made herein and all documents, proposals, submissions, and information provided by the Service Provider are material and will be deemed to have been relied upon by the Province, and will survive the execution and delivery of this Agreement and continue in full force and effect so long as this Agreement remains in force.
- 2.03 Upon request from the Province from time to time, the Service Provider will provide evidence satisfactory to the Province that the representations and warranties set forth in section 2.01 are true and correct.

APPOINTMENT AND TERM

- 3.01 The Province retains the Service Provider to provide the Services during the Term.
- 3.02 The Term of this Agreement commences on February 2, 2015 and ends on March 31, 2016. Notwithstanding the commencement of the Term of this Agreement on February 2, 2015, the Service Provider will not be obliged to begin to provide the Services until the earlier of (i) the time at which written notice from the Province, stating that the Service Provider must immediately begin to provide the Services, is delivered to the Service Provider, and (ii) 12:01 AM on March 6, 2015. The Province's obligations pursuant to section 6.01 will commence at the time described in clause (i) or (ii) of the foregoing sentence, whichever is applicable.
- 3.03 The Province, at its sole option and acting in its discretion, will have up to three consecutive options to extend the Term for a period of up to 6 months each. The Province may elect to exercise any such option by delivering written notice of such extension to the Service Provider by no later than 100 days prior to the end of the then-current Term. No such extension of the Term will prevent either Party from exercising its rights to terminate this Agreement in accordance with its terms.
- 3.04 The Service Provider will in accordance with Schedule M co-operate with the Province and any other interested parties to effect a reasonable transition in performance of the Services as a result of the expiration or termination of this Agreement, and this obligation will survive such expiration or termination.

CERTIFICATIONS AND QUALIFICATIONS

- 4.01 Where any Schedule attached hereto or any law or governing body having jurisdiction requires that any of the Services must be provided by:
- (a) a duly qualified, certified or licensed practitioner or professional, or
 - (b) a person with a certain qualification or level of training, competence or experience.
- The Service Provider will confirm such qualifications when it retains such personnel and permit only those persons who meet the requirements of section (a) or (b) above to perform those Services. Subject to the Province's approval, (i) the Service Provider may retain a person previously employed or contracted by the Province's prior service provider even if the person does not meet these qualifications, and (ii) if the Service Provider is unable to retain personnel having the required qualifications, it may retain a person who is suitable for the relevant position, and in any such case will not be in breach of this section 4.01.
- 4.02 In the event that the Service Provider becomes aware that a person who meets the qualifications described

in section 4.01 will during the Term cease to be so qualified, the Service Provider will forthwith request the written approval of the Province to allow that person to continue to perform any of the Services. In the event that the Province advises the Service Provider that it will not grant such approval, the Service Provider will forthwith cause the person to cease performing any of the Services.

- 4.03 Subject to sections 4.01 and 4.02, the Service Provider will ensure that it and all personnel engaged by it hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing, and upon request from the Province from time to time, will on an annual basis provide evidence satisfactory to the Province that the Service Provider has complied with this requirement.
- 4.04 The Province may, in its sole and absolute discretion, determine whether the Service Provider or any of its employees or subcontractor requires security clearance in connection with the Services. If the Province so determines, it may grant or refuse such clearance, and the Service Provider will not cause or permit any person to provide any of the Services unless that person has received the security clearance. The Province will reimburse the Service Provider for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 5.01 The Service Provider will:
 - (a) perform the Services to the standard of care, skill and diligence maintained by persons providing services similar to the Services;
 - (c) use its best efforts to deliver the Services as contemplated by this Agreement, and to achieve the goals and objectives of the Program(s), if any;
 - (d) observe, perform and comply with the Standards, Security Procedures and those provisions of the statutes referred to in the Schedule of Standards; and
 - (e) if any breaches or imminent or potential breaches of Security Procedures by persons assigned to the Program(s), or by any recipient of any of the Services, come to the attention of a Health Care Manager, a Functional Lead, the Director of Nursing, the Director, Mental Health Services, or a director or officer of the Service Provider, immediately report said breach to the Division Contract Manager, and will include in its report all related information of which the Service Provider is aware.
- 5.02 The Province will have the right at any time to revoke the security clearance of an employee or subcontractor of the Service Provider if that employee or subcontractor fails to comply with the Standards of Conduct for Corrections Branch Employees listed in the Schedule of Standards.
- 5.03 The Service Provider will take reasonable care to ensure that all information, statements and documents submitted to the Province in connection with this Agreement are true and correct.

PAYMENT

- 6.01 If the Service Provider complies with this Agreement, then the Province will pay to the Service Provider at the times and on the conditions set out in the Schedule of Payments:
 - (a) the fees described in that schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that schedule if they are supported, where applicable, by proper receipts and, in the Province's reasonable opinion, are necessarily incurred by the Service Provider in providing the Services.
- 6.02 In addition to the payments referred to in section 6.01, the Province will reimburse the Service Provider, up to the amount of \$125,000.00 in the aggregate, for the following costs:
 - (a) severance costs incurred by the Service Provider in relation to any of the existing service

- provider's union employees who are hired by the Service Provider; and
- (b) legal and consultant costs associated with the negotiation, by the Service Provider, of a new collective agreement with the British Columbia Nurses' Association.

6.03 All references to money are to Canadian dollars.

ENVIRONMENTAL PRACTICES

7.01 The Service Provider will take all reasonable steps to operate the Program(s) and provide the Services in an environmentally sensitive and safe manner, including:

- (a) if feasible, recycling waste products which it uses or produces in providing the Program(s) or Services; and
- (b) wherever possible, using products which are environmentally safe.

RECORDS, REPORTS; AUDIT AND INSPECTION RIGHTS

8.01 The Service Provider will:

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

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

8.02 In addition to any information or reports required pursuant to any of the schedules attached hereto, the Service Provider will, upon request:

- (a) fully inform the Province of work that has been done and that remains to be done by or for the Service Provider in connection with the provision of the Services;
- (b) permit the Province at all reasonable times to inspect and examine any premises and equipment (including inventory and Facilities, if any) used by the Service Provider in connection with the provision of Services, and to review and copy any and all Material; and
- (c) cooperate fully with the Province in evaluating and assessing the efficiency, quality and delivery of the Services.

8.03 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect and, at the Province's discretion, copy any of the Material, and the Service Provider must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8.04 In the event the Province *bona fide* believes there has been, or there may be, a breach of this Agreement, the Province will have the right, at any time and without prior notice to the Service Provider, either directly or through its representatives, to inspect all or any matters in respect of the Services performed by or on behalf of the Service Provider under this Agreement, and to perform investigations in respect of any matter of concern to the Province or any matter which the Province otherwise becomes aware of in connection with the Services under this Agreement. The Province will make reasonable efforts in exercising such right of inspection or investigation to not hinder or interfere with the performance of the Services by the Service Provider under this Agreement. The Service Provider will provide the Province and its representatives with all reasonable assistance in connection with any such inspections and investigations.

- 8.05 The Province may appoint an internal or external auditor or other professional advisor at any time, and from time to time, to review and confirm or verify any aspect of this Agreement and the Services performed under this Agreement including, without limitation,
- (a) any matter related to operational aspects of this Agreement and the Services including, without limitation, to certify or verify that the Services are being provided in accordance with the terms of this Agreement, and in accordance with all applicable laws and any applicable requirements of any regulatory body or authority having competent jurisdiction; and
 - (b) any matter related to the financial or business aspects of this Agreement, including verifying the accuracy of all fees or other amounts invoiced to, or paid by, the Province, the accuracy of financial information provided by the Service Provider to the Province in respect of the calculation of fees or other amounts invoiced to the Province, and the accuracy of any reporting by the Service Provider to the Province in connection with the foregoing.

The Province will reimburse the Service Provider for its reasonable costs of assisting the Province with any process described in this section 8.05.

INDEPENDENT SERVICE PROVIDER

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

INSURANCE AND INDEMNITY

- 10.01 The Service Provider must, without limiting the Service Provider's obligations or liabilities, and at the Service Provider's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$10,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Service Provider's liability resulting from errors or omissions in the performance of the Services in an amount of \$10,000,000.00 per claim.
- 10.02 All insurance described in section 10.01 must:
- (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 10.03 The Service Provider must provide the Province with evidence of all required insurance as follows:
- (a) within 10 Business Days of commencement of the Services and within 10 Business Days of a policy's expiration, the Service Provider must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (b) despite section (a) above, if requested by the Province at any time, the Service Provider must provide to the Province certified copies of the required insurance policies.
- 10.04 The Service Provider shall ensure that at all times during the Term:
- (a) all non-physician professionals delivering the Services are licensed to practice their specialty within the province of British Columbia, are delivering Services within the scope of their license, and each carries no less than the minimum amount of medical malpractice insurance required by their respective licensing college or other professional body or as required by law;
 - (b) all physicians (including psychiatrists) providing physician services under this Agreement are members of the Canadian Medical Protective Association, and the scope of such services is within the normal scope of practice defended by the Canadian Medical Protective Association; and
 - (c) the Service Provider can provide, on demand, evidence of licensing and malpractice insurance coverage for any physician or non-physician professional delivering the Services if requested to do so by the Province.
- 10.05 The Service Provider must obtain, maintain and pay for any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by insurance specified in this Article 10 in the Service Provider's sole discretion.
- 10.06 The Service Provider hereby waives all rights of recourse against the Province in relation to any damage to the Service Provider's property.
- 10.07 The Service Provider shall indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province, its employees and agents 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 negligent act or omission of the Service Provider or of any agent, employee, officer, director or subcontractors of the Service Provider.
- 10.08 The Province shall indemnify and save harmless the Service Provider, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Service Provider, its employees and agents 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 negligent act or omission of the Province or of any agent or employee of the Province.

10.09 Schedule M sets out additional provisions regarding indemnification.

OWNERSHIP

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

ASSIGNMENT AND SUBCONTRACTING

- 12.01 The Service Provider will not without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Service Provider under this Agreement; or
 - (b) subcontract any obligation of the Service Provider under this Agreement, except that the Service Provider may, in accordance with the terms of this Agreement, enter into contracts with Health Care Personnel (or, if applicable, their business corporations) without the prior consent of the Province.
- 12.02 No subcontract entered into by the Service Provider will relieve the Service Provider from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

CONFIDENTIALITY AND SECURITY

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

13.03 The Service Provider must:

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

CONFLICT OF INTEREST

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

DEFAULT AND TERMINATION

- 15.01 Notwithstanding any other provision of this Agreement, the Province may terminate this Agreement for convenience (for any reason or for no reason) by giving at least 100 days written notice of termination to the Service Provider.
- 15.02 If the Service Provider materially breaches or defaults in the performance of any of its obligations under this Agreement, then, without the requirement for the Province to resort to the dispute resolution process described in Schedule A, and without limiting any other rights or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the Service Provider, and if such option is exercised then this Agreement will terminate immediately upon the delivery of such notice pursuant to section 16.01.
- 15.03 If this Agreement is terminated pursuant to section 15.01 or 15.02, the Province will be under no further obligation to the Service Provider except to pay to the Service Provider that portion of the fees and expenses described in the Schedule of Payments which equals the portion of the Services that was completed to the Province's reasonable satisfaction before termination. That payment discharges the Province from all liability to the Service Provider under this Agreement.

NOTICES

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

Division Contracts Manager
7th Floor, 1001 Douglas St,
Victoria, B.C. V8W 9J7

or to the Service Provider at the following addresses:

Chiron Health Services Inc.
200-764 Yates St., Victoria BC V8W 1L4
Attention: Drs. Paul Henry and Scott Bezeau

with, in the case of notice to the Service Provider, a courtesy copy to:

Mr Tim Schober, Barrister and Solicitor,
201-19 Dallas Road
Victoria BC V8V 5A6

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

NON-WAIVER

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

APPROPRIATION

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

PROVINCIAL SERVICES

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

CRIMINAL RECORDS REVIEW ACT

- 20.01 The Service Provider must demonstrate to the Branch Division Contract Manager that it has complied with the requirements of the CRRA for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to any other criminal record check

requirements the Service Provider has established for its employees.

- 20.02 The Service Provider must inform its employees about the requirements of the CRRA if those individuals are employed in, or are applicants for employment in, a job that involves working directly with children or having or potentially having unsupervised access to children in the ordinary course of employment, or in the practice of an occupation.
- 20.03 The Service Provider must ensure that an employee does not work with children until the employee has submitted a signed criminal record check authorization form to the Service Provider.
- 20.04 The Service Provider must ensure that an individual who is an applicant for employment and who is determined to be a risk to children is not hired for a job that involves working with children.
- 20.05 The Service Provider must ensure that an individual who is a current employee and who is determined to be a risk to children does not work with children. This may mean the employee is terminated, given leave, or offered other options that ensure that the employee does not work with children.
- 20.06 Any cost associated with criminal record checks is the responsibility of the Service Provider.

INTERPRETATION

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

legal and enforceable.

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

Her Majesty the Queen in right of the Province of British Columbia, by the Minister of Justice and Attorney General or the Minister's authorized representative	Chiron Health Services Inc.
	Authorized Signatory:
Print Name:	Print Name and Title:
Date:	Date:

SCHEDULE A

SERVICES

With respect to each Centre referred to in Appendix 1 to this Schedule A, the Service Provider will provide comprehensive medical, dental, mental health and addiction services to Inmates as set out in this Schedule A.

SERVICE DELIVERY EXPECTATIONS

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

If the Province determines, in its sole discretion, that specific terms, service levels or other aspects of the delivery of the Services does not meet the specifics in the Agreement, the Province may initiate the dispute resolution process described in section 55.01.

Without limiting any other provision of this Agreement, the Service Provider agrees that it will create and implement (i) a reasonable attendance management program so as to minimize employee time off due to illness, and (ii) a reasonable employee recruitment strategy so as to minimize the need for existing employees to work overtime hours.

HOURS OF SERVICE

The Service Provider will provide the Services on such days and during such times as specified in Schedule F, unless otherwise determined, from time to time, by the Province in consultation with the Service Provider. The Service Provider will maintain sufficient staff to fulfill all staffing requirements set out in Schedule F, as that schedule is amended from time to time during the Term.

CORRECTIONAL CENTRE CAPACITY; ADDITION AND/OR CLOSURE OF CORRECTIONAL CENTRES

During the Term of this Agreement the Province may, at its sole and absolute discretion, increase or decrease the capacity of existing Correctional Centres.

The Province and the Service Provider agree that, upon request made by the Province during the Term, they will in good faith negotiate and attempt to reach agreement regarding the amendments to this Agreement that are desirable in relation to the addition of a new Correctional Centre to the list of Correctional Centres set out in Appendix 1 to this Schedule A, or the elimination of a Correctional Centre from that list.

MEDICAL SERVICES

22.01 In each of the Centres referred to in Appendix 1 to this Schedule A, the Service Provider will provide:

- (a) treatment of illness, injury and disease to restore or improve the health of the Inmate, recognizing differences in gender, age and culture, including, but not limited to:
 - (i) first aid;
 - (ii) emergency care;
 - (iii) primary care; and
 - (iv) isolation care capability;
- (b) nursing care; and

- (c) within 24 hours of intake, a health assessment on each inmate performed by a physician or by a nurse acting under the direction of a physician, regardless of the date of the Inmate's last admission.

At ACCW and NFPC, the Service Provider will provide 24-hour nursing services, unless otherwise directed by the Province;

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

22.02 The Service Provider will comply with the following:

- (a) B.C. Corrections Health Care Services Manual (HCSM), which references the Lippincott Manual of Nursing Practice;
- (b) B.C. Corrections Health Care Records User's Manual; and
- (c) B.C. Corrections Drug Formulary (may be updated during the Term).

22.03 The Service Provider will comply with the Occupational Health and Safety Regulations.

22.04 The Service Provider will engage in discussions with the Province to explore health-related offender programs delivered between the Service Provider and Branch staff.

22.05 The Medical Director, Corrections Branch and/or the Director, Mental Health Services will establish and monitor standards of clinical practice on behalf of the Province.

MEDICATION

23.01 Prescribing

The Service Provider will work with the Province to ensure the consistency and quality of medications used, and to control the cost of those medications in the Centres.

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

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

23.02 Distribution

The Service Provider will distribute medication using the process described in the Health Care Services Manual or another process that is acceptable to the Province.

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

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

23.03 Methadone Maintenance Treatment Program

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

23.04 Communicable Diseases

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

DENTAL SERVICES

- 24.01 In consultation with the Province, the Service Provider will plan, deliver and manage dental services to Inmates as defined in the Health Care Services Manual. The Service Provider's responsibilities include but are not limited to:
- (a) providing appropriate triage, treatment and referral of Inmates;
 - (b) providing dental clinics according to schedules established with each Centre;
 - (c) supervising, scheduling, training and professional development of qualified staff and subcontractors
 - (d) liaising with community dental services;
 - (e) reviewing developments in the dental care field; and
 - (f) producing, updating and maintaining dental protocols and standing orders at each Centre.
- 24.02 The Service Provider will not refer Inmates for off-site dental services without the prior approval of the Province.

MENTAL HEALTH SERVICES

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

ADDICTION SERVICES

- 26.01 The Service Provider will provide addiction and concurrent disorders services including the provision of an integrated mental health and addictions continuum and harm reduction through to abstinence-based interventions. The Service Provider will provide these services to all Inmates, including remanded and sentenced Inmates.
- 26.02 The Service Provider will provide addiction and concurrent disorders services that focus on guiding Inmates through withdrawal, assessment, treatment plan development, encouraging accountability for issues related to substance abuse, group counselling, and assisting Inmates to access ongoing services upon release to the community. The Service Provider will provide treatment and counselling that includes interventions that directly influence criminal behaviour and impact recidivism, including motivation based interventions, and the promotion of pro-social thoughts, attitudes and behaviours.

- 26.03 The Service Provider will provide addiction and concurrent disorders services that also include relapse prevention and release planning. The Service Provider will consult with community mental health and addiction resources to develop appropriate reintegration plans.
- 26.04 The Director, Mental Health Services and/or the Medical Director, Corrections Branch, will establish and monitor clinical practice on behalf of the Province.

GENERAL SERVICES

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

ROLES AND RESPONSIBILITIES OF HEALTH CARE PERSONNEL

Subject to sections 4.01, 4.02 and 4.03, the Province reserves the right to define and accept the level of qualifications for each of the Health Care Personnel. If the Province in its absolute and complete discretion determines that an individual is not qualified for a particular role, the individual will not be accepted for that role and the Service Provider will be obligated to find an alternative that is acceptable to the Province.

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

The Service Provider will provide personnel to fulfil the following roles and responsibilities:

Service Provider's Manager and Back-Up Manager

- 28.01 The Service Provider's Manager will manage this Agreement in all aspects from initial to final stages of delivery of the Services. The Service Provider's Manager's key duties will include, but are not limited to, the following:
- (a) recruitment and hiring of all Health Care Personnel;
 - (b) ensuring the provision of all the necessary clerical and telecommunication support for this Agreement;
 - (c) provision of all the necessary communication and transmission of information to the Province electronically, as requested;
 - (d) ensuring administrative duties such as the preparation and submission of monthly billing invoices are completed in a timely manner;
 - (e) maintenance of a complete and accurate system of records/documents that relate to the Services;
 - (f) ensuring all Health Care Personnel retrieve, review and update information on CORNET and PAC;
 - (g) submission of all pertinent/related documentation related to the Services, as requested by the Province;
 - (h) overall supervision and direction of all Health Care Personnel associated with this Agreement;
 - (i) decision-making authority on behalf of the Service Provider for contract negotiations, monitoring, administration, training, problem and conflict resolution and issues management; and
 - (j) travelling, as necessary, for issues related to the aforementioned tasks.
- 28.02 The Service Provider will ensure that the Service Provider's Manager is a full time position and that the Service Provider's Manager can be contacted for emergencies 24 hours per day, seven days per week.

The Service Provider will provide a designated back-up for the Service Provider's Manager with full authority of that position, if the Service Provider's Manager is absent for more than one business day.

- 28.03 The Service Provider's Manager will not provide direct patient services more than 24 days per calendar year.
- 28.04 A designated back-up manager for the Service Provider's Manager, with full authority of the position, is required if the Service Provider's Manager is absent for more than one business day.
- 28.05 When acting as the Service Provider's Manager, the Back-up Manager assumes responsibilities and authority of the Contract Manager.

Functional Lead Roles

- 29.01 The Service Provider will provide Functional Leads to give leadership, support and guidance in their areas of responsibility, including, but not limited to, the following:
- (a) carrying supervision responsibilities for respective functional specialists;
 - (b) maintaining a province-wide perspective for their functional area;
 - (c) facilitating collaboration and integration with other functional areas;
 - (d) innovating work processes and proposing functional efficiencies; and
 - (e) assessing and arranging for on-going personnel educational and training needs.
- 29.02 Functional Leads will be responsible for communicating directly with various designated Branch representatives.
- 29.03 The Service Provider must provide a designated back-up for all Functional Lead roles is required if a Functional Lead is absent for more than one business day.

Communicable Disease/Quality Assurance Lead

- 30.01 The Service Provider will provide a Communicable Disease/Quality Assurance Lead to organize, monitor and communicate with Health Care Personnel and Branch representatives regarding all infectious agents, prevention measures, potential outbreaks, staff/Inmate education and treatment/control options. The Communicable Disease/Quality Assurance Lead's key responsibilities will include, but are not limited to, the following:
- (a) providing clinical expertise, leadership and coordination/clinical supervision of all Health Care Personnel responsible for delivering services related to communicable diseases, including the provision of immunization for staff and Inmates;
 - (b) assessing Health Care Personnel training needs related to communicable disease and arranging for training as necessary;
 - (c) conducting outbreak analyses and recommending prevention measures on a day-to-day basis during outbreaks;
 - (d) writing infection control protocol documents;
 - (e) developing infection control protocols;
 - (f) monitoring the data within the PAC System to ensure accuracy of data input and the effective and appropriate use of the system by Health Care Personnel and raise any issues, observations and recommendations with the Service Provider or the Province;
 - (g) assessing Health Care Personnel technical training needs and arranging necessary training (including PAC training);
 - (h) providing technical expertise and support to all Health Care Personnel; and
 - (i) providing education to staff/Inmates regarding treatment/control options.

[Heading deleted.]

- 31.01 [Intentionally deleted.]

Medication, Supply and Inventory Lead

- 32.01 The Service Provider will provide a Medication, Supply and Inventory Lead to be responsible for medication monitoring, prescribing practices of General Practitioners and Dentists, medication and supply utilization, cost analyses and cost containment, and participates in Drug Formulary recommendations and compliance monitoring. The Medication, Supply and Inventory Lead will be required to participate in the Pharmacy and Therapeutic Advisory Committee. Other key responsibilities of the Medication, Supply and Inventory Lead will be, but are not limited to, the following:
- (a) ensuring medication and supply inventories are regularly monitored and replenished, as needed (includes disaster supply Inventory planning);
 - (b) making sure all equipment is up to date and functional and recommending/reporting to the Branch Division Contract Manager the purchase, replacement or repair of medical and dental equipment and supplies;
 - (c) monitoring and tracking prescribing practices of physicians and dentists in order to provide feedback to the Service Provider and the Province;
 - (d) managing risks associated with medication prescribing and administration and medication diversion, including medication errors, overdose risks, and medication interactions;
 - (e) recommending to the Province strategies to minimize medication errors and overdose risk;
 - (f) assessing personnel knowledge and training needs and arranging necessary training; and
 - (g) providing medication and supply cost and trend analyses, and proposing fiscal efficiencies to the Province.

Mental Health and Addictions Lead

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

Discharge Planning Lead

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

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Health Care Manager/Assistant Health Care Manager

- 35.01 The Service Provider will provide Health Care Managers who will provide overall management and coordination of each Health Care Facility, and who will communicate with the Warden (or designate), Director, Medical Services, and Director, Mental Health Services.
- 35.02 The Service Provider will provide a Health Care Manager for each Centre, and will provide an Assistant Health Care Manager at NFPC, SPSC, and KRCC.
- 35.03 The Service Provider will ensure that the Assistant Health Care Manager will report to the Health Care Manager and assume the duties of the Health Care Manager in his/her absence.
- 35.04 The Service Provider will provide Health Care Managers and Assistant Health Care Managers on a full time basis (i.e. no less than 35 hours per week) and will ensure that, with the exceptions of meetings and of Province-requested travel and Province-approved training, Health Care Managers and Assistant Health Care Managers provide Services at their Centres.
- 35.05 The Service Provider will provide on-site Health Care Managers and Assistant Health Care Managers in accordance with the hours of service set out in Schedule F.
- 35.06 The Service Provider will ensure that the on-site Health Care Manager's and Assistant Health Care Manager's roles and responsibilities include, but are not limited to the following, as they relate to the specific Centre for which the Health Care Manager or Assistant Health Care Manager has been assigned:
 - (a) the coordination of Health Care Personnel and the Service Provider's administrative personnel;
 - (b) assisting in the recruitment and selection of Health Care Personnel;
 - (c) the overall daily scheduling of Services in consultation with the Warden or designate;
 - (d) retrieving, reviewing and updating information on CORNET and PAC;
 - (e) monitoring all Inmate health care plans;
 - (f) maintaining relationships with other service providers;
 - (g) the participation in scheduled meetings with Centre management and other agencies for the purpose of case management;
 - (h) the assessment of skills, knowledge and performance of Health Care Personnel and ensuring these meet professional and program standards and requirements;
 - (i) the evaluation of Health Care Personnel needs for training, orientation, and ongoing education;
 - (j) the monitoring of Health Care Personnel, on-site and on an ongoing basis, to ensure comprehensive, safe and appropriate care is being delivered;
 - (k) ensuring that Inmate care is documented according to the Health Care Services Manual;
 - (l) the coordination of personal care duties;
 - (m) performing and/or being responsible for Health Care Personnel services and duties; and
 - (n) travel as requested by the Province (e.g. to attend the annual health care conference).
- 35.07 The Service Provider will ensure that Health Care Managers manage the overall provision of Health Care Services at the respective Centre.
- 35.08 The Service Provider will ensure that Assistant Health Care Managers are provided as the primary back-up for Health Care Managers.
- 35.09 In Centres where there is no Assistant Health Care Manager, the Service Provider will ensure the on-site Health Care Managers will, at minimum, be RNs or RPNs who have 3 or more years experience in the supervision and management of clinical services other than in psychiatric nursing.
- 35.10 The Service Provider will ensure that Assistant Health Care Managers are, at minimum, RNs or RPNs with 3 or more years experience in the supervision and management of clinical services.
- 35.11 The Service Provider will provide on-site Health Care Managers and Health Care Assistant Managers with experience working with persons who are addicted, marginalized, experiencing acute withdrawal symptoms, experiencing significant mental and/or physical disorders, including concurrent disorders,

displaying non-compliant, aggressive, manipulative and drug-seeking behaviours, and/or experiencing serious and potentially life-threatening communicable diseases, including the risk to public health.

- 35.12 At FMCC the Centre's Health Care Manager or nurse will perform the duties of the Mental Health Program Coordinator.

Nurses

- 36.01 The Service Provider will provide nursing services to the Centre's Inmates, as required, by duly licensed and qualified RNs.
- 36.02 Provision of nursing care will be in accordance with the hours of service set out in Schedule F. RNs may be replaced by LPNs provided an RN or RPN is on duty to supervise the LPN.
- 36.03 Each nurse will perform and be responsible for general nursing services and duties including without limitation, the following:
- (a) intake screening, which consists of a preliminary basic health assessment;
 - (b) ambulatory care, which consists of providing and/or coordinating the provision of outpatient services in the Centre (under a General Practitioner's direction) and includes:
 - (i) screening Inmate requests for health care;
 - (ii) assessing and treating Inmates where appropriate;
 - (iii) scheduling the Inmates' visits to the health care clinic and carrying out the Clinician's instructions after the Inmate's visit (prescriptions, test, referrals); and
 - (iv) providing emergency first aid when on duty.
 - (c) collecting or arranging for the collections of specimens (blood, sputum, urine) and sending them to the appropriate laboratory for analysis;
 - (d) ongoing care, which consists of the usual nursing duties (treatment, dressing changes, medication administration, and the taking of vital signs) and taking appropriate action to ensure that Inmates receive special diets as prescribed;
 - (e) medication services, which consists of:
 - (i) acting as the local liaison with the pharmacy;
 - (ii) administering medications and vaccinations to Inmates;
 - (iii) monitoring the administration and/or distribution of medications by Health Care Personnel and Centre staff;
 - (iv) filling requisitions for non-prescription items;
 - (v) administering routine vaccinations to the Centre's staff;
 - (vi) ensuring that medication is kept in a secure area of the Centre according to the requirements of the College of Pharmacists of British Columbia and the Office of Controlled Substances;
 - (vii) maintaining adequate contingency medication supplies; and
 - (viii) maintaining a medication record in PAC and a narcotic log;
 - (f) administration functions including:
 - (i) completing the "Initial Health Assessment" in PAC and referring patients for follow-up;
 - (ii) participating as appropriate in special programs (i.e. education on birth control, sexually transmitted diseases, nutrition, personal hygiene, HIV pre- and post-test counselling etc.);
 - (iii) liaising with community health agencies and outreach programs for release planning and Inmate education purposes; and

- (iv) retrieving, reviewing and updating information on CORNET and PAC; and
- (v) ordering and maintaining adequate medical supplies (including emergency supplies and non-prescription drugs) at all times.

36.04 The Service Provider will provide nursing services by employing nurses who:

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

Additional Nursing / Personal Care Services

- 37.01 When approved by the Province, the Service Provider may engage additional nursing/personal care service providers to assist in managing Inmates who are unable to care for their personal hygiene needs. In these cases the Health Care Manager will be required to oversee the services of the personal care service provider in regards to the Inmate's health care needs. Any and all costs incurred by Chiron in respect of personnel engaged by the Service Provider in accordance with this section will be reimbursed by the Province.
- 37.02 Scope of personal care services required will be determined on a case by case basis by the Province in consultation with the Health Care Manager and the independent personal care service provider.
- 37.03 The Service Provider will continue to provide health Care Services to Inmates who receive additional services pursuant to sections 37.01 and 37.02.

General Practitioners

- 38.01 The Service Provider will provide General Practitioner services, as required, in accordance with the Health Care Services Manual, by physicians duly registered and entitled to practice medicine in the Province of British Columbia.
- 38.02 The Service Provider will ensure General Practitioners perform and are responsible for the following services and duties:
 - (a) conducting a health assessment of each Inmate referred by a nurse;
 - (b) examining, diagnosing and treating sick or injured Inmates who are presented for examination;
 - (c) examine, diagnose and treat Inmates in the segregation unit of the Centre;
 - (d) prescribing as needed, medications for medical conditions;
 - (e) maintaining and reviewing individual Inmate health records and entering relevant information concerning examinations, diagnosis and treatment;
 - (f) examining Inmates with dental complaints where dental services are not immediately available, administering medication or other relief, as may be necessary, and ensuring that arrangements are made, as may be necessary, for the proper dental care of those Inmates;
 - (g) providing emergency examinations, diagnosis and treatment to the staff of the Centre who are injured in the performance of their duties;
 - (h) making such arrangements, requests or referrals as may be required regarding the examination, diagnosis, or treatment of Inmates by specialists, consulting physicians and surgeons;
 - (i) assisting specialists and consulting physicians and surgeons attending to Inmates in hospitals outside the Centre;
 - (j) making arrangements for the services of hospitals or other medical facilities when the facilities of the Centre are inadequate for necessary examination, diagnosis or treatment of an Inmate;

- (k) consulting with the Medical Director and the Centre's Warden regarding the provision of health services to the Inmates;
- (l) when requested, providing advice and assistance to the Medical Director and the Centre's Warden regarding the establishment and maintenance of preventative medicine programs to curtail the spread of communicable diseases, and the elimination of hazardous working conditions in the Centre's health care clinic;
- (m) providing such telephone consultation as may be required by the Centre;
- (n) providing emergency care, on a call-back basis, to Inmates when requested by Health Care Personnel or Centre staff when Health Care Personnel are not on duty; and
- (o) ensuring that hepatitis A, B and influenza immunizations are provided to staff and Inmates as outlined in the Health Care Services Manual.

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

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

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

Psychologists

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

39.02 The Service Provider will provide Psychologists in accordance with the hours of service set out in Schedule F.

39.03 The Service Provider will ensure that Psychologists perform and are responsible for the following:

- (a) providing Inmate psychological assessments as necessary;
- (b) assessing, diagnosing and treating Inmates who demonstrate or are thought to demonstrate mental disorders(s);
- (c) maintaining and reviewing individual Inmate records, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
- (d) providing clinical support of the unit designated for Inmates with mental health disorders;
- (e) providing clinical support of the services provided by the Mental Health Program Coordinator;
- (f) participating in the case management planning of Inmates as required by the Warden;
- (g) providing emergency mental health services to the staff of the Centre, as requested by the Warden or a General Practitioner;

- (h) making arrangements for the services of other mental health facilities when the facilities of the Centre are inadequate for necessary assessment, diagnosis or treatment of an Inmate;
- (i) making such arrangements, requests or referrals as may be required regarding the examination, diagnosis or treatment of Inmates by specialists; and
- (j) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Province.

39.04 The Service Provider will ensure psychological services are provided by Psychologists who:

- (a) are members in good standing of the College of Psychologists of British Columbia; and
- (b) are experienced working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.

Psychiatrists

40.01 The Service Provider will provide psychiatric services to all Inmates, as required, in accordance with the Health Care Services Manual by Psychiatrists, duly registered and entitled to practice psychiatry in the Province of British Columbia.

40.02 The Service Provider will provide the services of psychiatrists in accordance with the hours of service set out in Schedule F.

40.03 The Service Provider will ensure Psychiatrists perform and are responsible for the following:

- (a) providing Inmate psychiatric assessments on referral from the General Practitioner;
- (b) assessing, diagnosing and making recommendations for treatment of Inmates who demonstrate or are thought to demonstrate mental disorders(s);
- (c) maintaining and reviewing individual Inmate records, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
- (d) participating in the case management planning of Inmates as required by the Warden;
- (e) assisting with arrangements for the services of hospitals or other medical facilities when the facilities of the Centre are inadequate for necessary assessment, diagnosis or treatment of an Inmate;
- (f) assisting with arrangements, requests or referrals as may be required regarding the examination, diagnosis or treatment of Inmates by specialists; and
- (g) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Province.

40.04 The Service Provider will ensure psychiatric services are provided by Psychiatrists who:

- (a) are members in good standing of the British Columbia College of Physicians and Surgeons;
- (b) are members in good standing of the Canada Medical Protective Association and registered in a classification appropriate to the nature of the psychiatrist's practice; and
- (c) are experienced working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.

Dentists

41.01 Where dental care is deemed to be essential according to the policies outlined in the Health Care Services Manual, dental services will be provided to Inmates by the Service Provider, by using a Dentist who is duly registered and entitled to practice dentistry in the Province of British Columbia.

41.02 The Service Provider will provide Dentists in accordance with the hours of service set out in Schedule F.

41.03 Each Dentist will perform and be responsible for the following services and duties:

- (a) examining, diagnosing and treating Inmates who present with symptoms requiring intervention and are referred by a nurse or a General Practitioner;

- (b) maintaining and reviewing individual Inmate dental records and dental x-rays, both electronic and paper files, and enter in PAC relevant information concerning assessments, diagnosis and treatment;
- (c) making such arrangements, requests or referrals, as approved by the Province, as may be required regarding the examination, diagnosis, or treatment of Inmates by dental specialists;
- (d) if approved by the Province, making arrangements for the services of hospitals or other health facilities, as approved by the Province, when the facilities of the Centre are inadequate for necessary examination, diagnosis or treatment of an Inmate with dental disease;
- (e) consulting with and providing advice to the Medical Director from time to time regarding the provision of dental services to Inmates;
- (f) providing advice and assistance to the Medical Director regarding the drafting and/or amendment of procedures and standards of dental services;
- (g) prescribing as needed, medications for dental conditions;
- (h) ensuring that the Centre's Health Care Personnel obtains and maintains adequate medical and dental supplies for the operation of the clinics, and ensure adequate, regular maintenance of dental equipment;
- (i) provide an opinion and cost estimate regarding the necessity of dental prosthetics, repairs, dental surgery and other emergency or elective dental procedures in consultation with the Warden and/or Medical Director; and
- (j) obtain approval from the Warden prior to undertaking any dental care not deemed to be essential under the Health Care Services Manual, such as, but not limited to the following: bridges, gold fillings, extensive or elective oral surgery, braces, caps, orthodontic, prosthetics, repairs, dental lab fees and outside services.

41.04 The Service Provider will ensure dental services are provided by Dentists who are members, in good standing, of the College of Dental Surgeons.

41.05 The Service Provider may utilize dental assistants to perform duties under the direct supervision of the Dentist.

41.06 The Service Provider will ensure all dental services are provided by Dentists and dental assistants who are experienced working with persons with communicable diseases.

Pharmacy Technicians

42.01 The Service Provider will provide qualified pharmacy technician services for the distribution of medications to Inmates where required in compliance with sections 23.01 to 23.04.

42.02 The Service Provider will ensure the distribution of medications by Pharmacy Technicians is supervised by an RN in accordance with the Health Care Services Manual.

42.03 The Service Provider will provide Pharmacy Technicians in accordance with the hours of service set out in Schedule F. Note: an LPN may substitute for a Pharmacy Technician provided an RN is on duty to supervise the LPN.

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

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

42.05 The Service Provider will ensure pharmacy technician services are provided by graduates of a recognized pharmacy technician program.

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

X-Ray Technicians

- 43.01 The Service Provider will provide X-ray Technicians to perform medical imaging procedures in accordance with the hours of set out in Schedule F.
- 43.02 The Service Provider will ensure each X-ray Technician performs and is responsible for the following:
- (a) receiving requisitions from physicians, nurses and/or clerical staff for medical imaging procedures;
 - (b) verifying that requisitions are complete with regard to information provided, and follows up on missing and/or incomplete information by returning requisitions to appropriate personnel for completion;
 - (c) entering Inmate information into the diagnostic imaging record and image processing systems, as required and performing other associated clerical duties in order to complete patient examinations, as required;
 - (d) arranging for attendance of Inmates as necessary, according to Branch procedures;
 - (e) preparing Inmates for examination, explaining procedures and ensuring Inmate's comfort during medical imaging procedures;
 - (f) observing Inmate's condition during examination and calling for nursing or other medical staff assistance, as required;
 - (g) observing radiation protection practices during all procedures and ensuring that safety and radiation protection regulations are adhered to by non-radiological staff in the assigned area; ensuring that personnel wear safety badges and aprons, as necessary;
 - (h) processing radiographs using appropriate equipment, labelling permanent records and checking resultant images for technical quality;
 - (i) referring problems in image quality to the or Health Care Manager and/or the Technology Lead for possible referral to the Province;
 - (j) storing digital images using appropriate procedures and equipment;
 - (k) disposing of any used items and cleaning all equipment surfaces after each procedure, according to Branch policy;
 - (l) monitoring equipment performance and applying quality control procedures in accordance with recommended manufacturers' guidelines, including recording quality control outcomes and identifying malfunctioning equipment for repair; reporting equipment malfunctions to the Health Care Manager and/or the Technology Lead for possible referral to the Province;
 - (m) maintaining a clean and safe work environment by performing duties such as wiping down equipment, examination tables and counter tops with disinfectant solution, organizing examinations rooms and storing items in appropriate areas;
 - (n) participating in orientation of new Health Care Personnel and ensure policies and procedures are respected;
 - (o) training and monitoring progress of any new x-ray technicians and providing input to the Service Provider or designated personnel on individual's progress in achieving established standards of practice;
 - (p) participating in maintaining patient records by entering data into the diagnostic imaging and primary assessment and care information systems, as required;
 - (q) participating in team activities as required to enhance and optimize the delivery of care and to facilitate evidence-based practice, including assisting in identifying processes or procedures that require improvement;
 - (r) participating in meetings as directed to promote optimal support for patients, to facilitate the resolution of issues, and to advocate for the goals and objectives of the team;

- (s) maintaining and updating own clinical knowledge within area of practice, and developing a plan in collaboration with designated personnel for professional development;
- (t) reviewing progress to ensure that goals are achieved within established time frames; and
- (u) performing other related duties as required.

43.03 The Service Provider will ensure medical imaging services are provided by X-ray Technicians who:

- (a) have completed their certification from the Canadian Association of Medical Radiation Technologists; and
- (b) are experienced in operating radiographic and related equipment and performing radiographic examinations in compliance with established standards.

Mental Health Program Coordinator

44.01 Through the Mental Health Program Coordinator, the Service Provider will provide coordination of services and special programs under the clinical supervision of the Mental Health and Addictions Lead to all Inmates with significant mental disorders, as required.

44.02 The Service Provider will provide Mental Health Program Coordinators in accordance with the hours of service set out in Schedule F.

44.03 The Service Provider will ensure each Mental Health Program Coordinator performs and is responsible for the following:

- (a) delivering mental health services in accordance with the Health Care Services Manual;
- (b) coordinating the activities of the mental health personnel and participating in the assessment, treatment and institutional and community case management planning for mentally disordered Inmates;
- (c) coordinating the assessment, treatment, and case management activities of the mental health program with Centre staff;
- (d) coordinating the referrals and communications between the Centre's staff and the program;
- (e) assisting in the transfer of mentally disordered Inmates to the Forensic Psychiatric Hospital, and to other hospitals or designated mental health facilities, when required;
- (f) coordinating the information gathering efforts of the program, consistent with the information needs of all groups involved in the care of mentally disordered Inmates;
- (g) liaising with Centre staff regarding health care needs of mentally disordered Inmates;
- (h) liaising with personnel from mental health community agencies and hospitals;
- (i) coordinating release plans for Inmates with mental disorders;
- (j) providing special programming for Inmates with serious mental disorders that are housed in the Centre's mental health unit;
- (k) monitoring the progress of all Inmates identified as at risk for suicidal ideation or self harm, depression and serious mental disorders;
- (l) maintaining and reviewing individual Inmate records, both electronic and paper files, and entering in PAC relevant information concerning assessments, diagnosis and treatment;
- (m) sharing all urgent information concerning the safety of Inmates and staff with Centre's supervisors as soon as possible; and
- (n) making Inmate referrals for further assessment and/or treatment to the appropriate health care professionals.

44.04 The Service Provider will ensure the Mental Health Program Coordinator is:

- (a) a Registered Social Worker;
- (b) an individual with Master's level training in a related field (e.g., clinical psychology);
- (c) an RPN; or
- (d) an RN with psychiatric experience.

44.05 Mental Health Program Coordinators must:

- a) be registered members in good standing with the appropriate British Columbia College;
- b) have two or more years recent, related experience working with people with serious acute and chronic mental illness; and
- c) have two or more year's recent, related experience working with persons who are addicted, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and displaying non-compliant, aggressive, manipulative and drug-seeking behaviours.

44.06 At FMCC, the Centre's health Care Manager or nurse will perform the duties of the Mental Health Program Coordinator.

Mental Health Screeners

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

Addiction Counsellors

- 46.01 The Service Provider will provide addiction services to all Inmates, as required, in accordance with the Health Care Services Manual by duly qualified addiction professionals.
- 46.02 The Service Provider will provide addiction counselling in accordance with the hours of service set out in Schedule F.
- 46.03 The Service Provider will ensure each Addiction Counsellor carries out the following duties:
- (a) delivering addiction services as outlined in the Health Care Services Manual;
 - (b) providing screening and assessments based on DSM-IV criteria;
 - (c) assessing Inmate motivation;
 - (d) developing outcome oriented individualized treatment plans outlining goals and treatment strategies;
 - (e) developing and providing training and education within an interdisciplinary team;
 - (f) providing individual and/or group counselling and/or treatment for Inmates with substance use disorders; with emphasis on group work;

- (g) maintaining and reviewing PAC records and entering relevant information concerning assessments, diagnosis, treatment and referrals, and review and update CORNET, as necessary;
- (h) participating in integrated case management planning for Inmates with addiction issues, including referrals to community addiction services;
- (i) maintaining, reviewing or preparing such records and reports as, from time to time, may be required by the Province;
- (j) coordinating the activities of external or volunteer addiction resources;
- (k) participating in the assessment, treatment and institutional and community case management planning for Inmates with substance use issues;
- (l) coordinating the referrals and communications between the Centre's staff and the addiction services program;
- (m) coordinating information gathering efforts, consistent with the information needs involved in the care of Inmates with substance abuse challenges;
- (n) liaising with Health Care Personnel regarding the health care needs of Inmates with substance abuse disorders;
- (o) liaising with personnel from community substance abuse programs and agencies;
- (p) coordinating release plans for Inmates with substance abuse disorders;
- (q) sharing all urgent information concerning the safety of Inmates and staff with Centre's Warden or designate, as soon as possible;
- (r) making Inmate referrals for further assessment and/or treatment to the appropriate health care professionals; and
- (s) referring suitably screened Inmates to specialized provincial programs, such as the NCC Therapeutic Community.

46.04 The Service Provider will ensure addiction counselling services are provided by individuals who possess the following:

- (a) a minimum of a Bachelor Degree with additional counselling certification in addiction treatment (Masters degree in an allied health discipline, from a recognized program is preferred); and
- (b) two years experience with a treatment resistant, addicted population; and/or
- (c) a minimum of one year training and experience in providing group counselling; and/or
- (d) addiction or concurrent disorders certification from a recognized body; and
- (e) experience working with clients who are addicted to alcohol and/or drugs, marginalized, experiencing significant mental and/or physical disorders, including concurrent disorders, and display non-compliant, aggressive, manipulative and/or drug seeking behaviour.

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

Administrative Staff

47.01 The Service Provider will provide administrative services to support the delivery of the Services.

47.02 The Service Provider will provide administrative staff to carry out the following administration and clerical functions including, but not limited to:

- (a) scheduling doctor's clinics and specialist appointments;
- (b) scheduling the Inmates' visits to the health care clinic and carrying out the Clinician's instructions after the Inmate's visit (test, referrals);
- (c) coordinating the visits of specialists;
- (d) coordination of services which include:
 - (i) arranging for the collections of specimens (blood, sputum, urine) and sending them to the appropriate laboratory for analysis;
 - (ii) arranging the appointments for radiology services at the appropriate facilities;

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- (iii) coordinating the requests for diagnostic procedure (make appointments, arrange for escorts by security personnel); and
- (iv) coordinating the arrangements for testing and filing the results;
- (e) obtaining the Inmate's previous health records from other Centres, other agencies, community physicians and electronic sources;
- (f) with applicable consent, obtaining patients' previous physical health files from other correctional facilities, other agencies, community physicians and electronic sources;
- (g) setting up and maintaining the PAC health record and filing test results and requisitions;
- (h) completing Branch health care forms and coordinating the scheduling of visits and appointments;
- (i) setting up the current health record, updating it as needed, and filing the test results and requisitions;
- (j) filling requisitions for non-prescription items;
- (k) distributing Branch forms and coordinating the scheduling of visits and appointments;
- (l) doing document checks in the health record (i.e., Inmate's consent or parent's consent as required);
- (m) entering notes on the health record;
- (n) notifying security staff and arranging for the escort of Inmates to offsite appointments as required while maintaining strict confidentiality of these movements for security purposes;
- (o) retrieving, reviewing and updating information on CORNET and PAC;
- (p) ordering and maintaining adequate medical supplies (including emergency supplies and non-prescription drugs) at all times; and
- (q) arranging for offsite appointments in consultation with security staff.

Responsibilities of the Province

- 48.01 The Director, Mental Health Services and/or the Medical Director, Corrections Branch, will establish and monitor clinical practice on behalf of the Province.
- 48.02 Specific services and schedules for each Centre will be determined in consultation with the Warden, the Service Provider and the Province.
- 48.03 The Province will:
 - (a) assist the Service Provider by providing all relevant information the Province deems pertinent to the Services, including any amendments to the regulations, policies or Security Procedures that are applicable to the Services;
 - (b) give the Service Provider reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
 - (c) assign a Branch Division Contract Manager for the purposes of Contract management and liaison between the Province and the Service Provider; and
 - (d) assist the Service Provider in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Services.
- 48.04 The Province will provide round-the-clock emergency health care to all Inmates, outside the scope of this Agreement, including, at a minimum, the following elements:
 - (a) emergency on-call physician services;
 - (b) emergency evacuation of Inmate from the Centre;
 - (c) access to emergency vehicle(s); and
 - (d) use of designated hospital emergency departments or other health facilities, as needed.
- 48.05 The Province will provide the Service Provider with access to use the Centre's facilities and Inventory; any such access will be subject to and upon the terms and conditions set out in the Schedule of Licenses .
- 48.06 The Province will, at its expense, with respect to each Health Care Facility:
 - (a) provide heat, power, water, telephone and data services; and

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- (b) be responsible for structural maintenance and janitorial services;
- (c) provide all information technology systems and related equipment required for the development and operation of the electronic Inmate health care files through PAC (equipment required for remote access to PAC will not be provided unless approved by the Province);
- (d) provide all manual health record materials and supplies;
- (e) provide all office furniture, equipment and consumable supplies required to provide the Services pursuant to this Agreement; and
- (f) provide all prescription and non-prescription medications and supplies required for the treatment of Inmates.

48.07 The Province will:

- (a) assist the Service Provider by providing all relevant information the Province deems pertinent to the Services, including any amendments to the regulations, policies and Security Procedures; and
- (b) instruct the Service Provider regarding all applicable security precautions and procedures pertinent to the Services, including any amendments, and assist in the implementation of the same within the Health Care Facility.

Responsibilities of the Service Provider

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

Security Clearance

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

Security Breaches

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

Records, Reports and Forms

- 52.01 The Service Provider will keep complete and accurate health records in the PAC, CORNET and other systems identified in Schedule H and in accordance with the relevant training manuals and *Freedom of Information and Protection of Privacy Act*.
- 52.02 The Service Provider will maintain a unique electronic health care record for each Inmate. The Service Provider will create and maintain a physical health record only for those records which cannot be stored electronically in PAC. For the purposes of the creation and maintenance of health care records, only approved Branch health care electronic and physical forms may be used.

- 52.03 The Service Provider will allow access to health care records only in accordance with the Health Care Services Manual.
- 52.04 The Service Provider will maintain the following physical records on behalf of the Province and in accordance with Province policy:
- (a) lists of all Inmates who are scheduled to receive and/or who have received services pursuant to this Agreement; and
 - (b) any other health records the Province or the Service Provider deems important for the file.
- 52.05 The Service Provider will also keep the following business records:
- (a) all dates and hours of service provided;
 - (b) books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;
 - (c) books of accounts/financial statements as requested by the Province for the purposes of audits, investigations, suits and/or other reviews;
 - (d) books of account and supporting documents relating to the employees, and the classification, wages and benefits;
 - (e) criminal record checks of their staff and sub-Service Providers as requested by the Province for the purposes of audits, investigations, suits and/or other reviews;
 - (f) all documents related to the training, credentials and licenses of the Service Provider's Health Care Personnel and subcontractors; and
 - (g) any other business records the Service Provider or Province deems important for the record.
- 52.06 In consultation with the Province, the Service Provider will provide reports and data records in a format acceptable to the Province, which address, but are not necessarily limited to the following:
- (a) staffing reports;
 - (b) service hours delivered by position;
 - (c) payroll reports;
 - (d) activity reports that include but are not limited to Health Care Services delivered, waitlists, training provided to Health Care Personnel, etc.;
 - (e) incident reports; and
 - (f) medical equipment inventory and status.

Committees

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

Termination/Transition

- 54.01 The Province and the Service Provider agree that, upon request made by the Province during the Term, they will in good faith negotiate and attempt to reach agreement regarding the terms and conditions on which the Service Provider will provide services associated with the wind-down of the Services and the transition of the Services to a new service provider.

Dispute Resolution Process

- 55.01 It is the Province's expectation that service delivery issues be addressed on a timely basis, and as much as possible, at the local level. Nevertheless, disagreements and/or disputes may result from the delivery of service under this agreement. If this occurs, the Service Provider and the Province will, unless the Province decides otherwise or this Agreement provides otherwise, use the following protocols:
- 1) The Deputy Warden and Health Care Manager will resolve the issue at the local level;
 - 2) If the issue cannot be resolved at level 1, the centre Warden and Service Provider's functional lead responsible for the area in question will resolve the issue;

- 3) If the issue cannot be resolved at the local level (level 2), the Branch's Division Contract Manager and the Service Provider's Manager will work with the Warden to resolve the issue;
- 4) If the issue cannot be resolved at level 3, the Deputy Provincial Director and the Service Provider's final decision maker will resolve the issue.

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

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

- 55.02 The Service Provider acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of the Province and the continuity of the Services. Accordingly, in the event of a disagreement or dispute, and at all times before, during and after the dispute resolution process described in section 55.01, the Service Provider will continue to so perform its obligations and to deliver the Services under this Agreement in good faith during the resolution of such disagreement or dispute

Appendix 1 to Schedule A (Services)
List of Correctional Centres

Alouette Correctional Centre for Women (ACCW)
PO Box 1000
Maple Ridge, BC V2X 7G4

Ford Mountain Correctional Centre (FMCC)
C/o Fraser Regional Correctional Centre
PO Box 1500
Maple Ridge, BC V2X 7G3

Fraser Regional Correctional Centre (FRCC)
PO Box 1500
Maple Ridge, BC V2X 7G3

Kamloops Regional Correctional Centre (KRCC)
PO Box 820
Kamloops BC V2C 5M9

Nanaimo Correctional Centre (NCC)
Bag 4000
Nanaimo, BC V9R 5N3

North Fraser Pre-trial Centre (NFPC)
1451 Kingsway Avenue
Port Coquitlam, BC V3C 1S2

Prince George Regional Correctional Centre (PGRCC)
PO Box 4300
Prince George, BC V2L 5J9

Surrey Pre-trial Services Centre (SPSC)
14323 – 57th Avenue
Surrey, BC V3X 1B1

Vancouver Island Regional Correctional Centre (VIRCC)
PO Box 9224 Stn Prov Govt
Victoria, BC V8W 9J1

SCHEDULE B

STANDARDS

56.01 Standards:

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

56.02 Additional documents:

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

Standards of Conduct

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

SCHEDULE C

LICENCES

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

SCHEDULE D

TRAINING

Services-related Training

- 58.01 The Service Provider is responsible for submitting a training plan annually to the Division Contract Manager for approval that identifies the training courses required and;
- a) wages and benefits for staff on approved training;
 - b) course material cost; and
 - c) registration costs for Health Care Personnel to attend any required training.

Under the provisions of section 76.01 to 76.03, the Service Provider will be compensated for training costs on the provision of the necessary proof of payment.

Occupational First Aid Training

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

Security Orientation Training

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

PAC and CORNET Training

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

Payment

- 62.01 The Province will pay the Service Provider the costs of the training identified in this Schedule in accordance with section 76.01 in the Schedule of Payments.

SCHEDULE E

FEES

Direct Service Delivery – Actual Costs

Health Care Unit Staff

- 64.01 The Province will pay for actual costs of wages and benefits incurred by the Service Provider for front-line delivery of services by the Health Care Personnel described in section 64.03, to the maximum stated in the British Columbia Nurses Union (BCNU) agreement.
- 64.02 Specifically, actual wages and benefits costs will be paid for the positions identified in section 64.03, to the maximum of the BCNU agreement, for the following:
- (a) wages and benefits (including the employers' cost of registered retirement savings plan and Municipal Pension Plan contributions) for all front-line positions identified;
 - (b) additional hourly costs for these staff to provide occupational first aid coverage (OFA) as described in section 59.01, and in compliance with the WorkSafe BC First Aid Regulation;
 - (c) additional hourly costs for shift premiums, responsibility pay, meal pay, and on-call premiums (start times for shift premiums are described in Appendix 2 to Schedule E);
 - (d) wages and benefits for time spent in security orientation training;
 - (e) wages and benefits for time spent in health services orientation (training related to the required standards, and health care facilities);
 - (f) wages and benefits for time spent in PAC and CORNET training;
 - (g) overtime wages and benefits for extra staff needed for unforeseen or emergent issues at the Province's request (examples of such unforeseen or emergent issues include, but are not limited to, pandemic, a sudden increase in Inmate counts due to mass arrests, natural disaster, Inmate disturbance, or other factors that the Province determines requires additional front-line health care staff);
 - (h) where applicable, cash payment for 20 percent of accumulated sick leave credits for employees ending their employment with the Service Provider as of their 65th birthday;
 - (i) staff bonuses for educational credentials (Bachelors, Masters etc); and
 - (j) additional hourly costs for nursing recruitment bonuses, and Correctional Facility bonuses.
- 64.03 Specifically, the positions referenced in 64.01 and 64.02 are as follows:
- (a) RN/RPN;
 - (b) LPN;
 - (c) Mental Health Program Coordinator;
 - (d) Mental Health Screeners;
 - (e) Pharmacy Technician;
 - (f) X-ray Technician;
 - (g) Addiction Counsellor; and
 - (h) On-site administrative staff (MOA/clerk).

- 64.04 In no event will the fees paid for the services described in sections 64.01 and 64.02 exceed, in the aggregate
FY 14/15: \$719,571
FY 15/16: \$10,101,673
First extension (if applicable): \$5,101,344
Second extension (if applicable): \$5,101,344
Third extension (if applicable): \$5,101,344
- 64.05 In the event that the Service Provider negotiates the inclusion of BCNU employees' prior sick bank as an ongoing obligation of the Service Provider to BCNU employees during the Term, the Province agrees that sick-time accumulated by BCNU employees prior to the Term will be reimbursed at 100% of the total wages and benefits incurred.
- 64.06 Sick-time accumulated by BCNU employees during the Term will be reimbursed at 100% of the total wages and benefits incurred.

In addition, the Province will, subject to the maximum hours identified in Schedule F, pay the Service Provider the following fees:

Dental Services

- 65.01 Fee-for-service rate for dental services provided by Dentists, which is the rate that includes the provision of a qualified Dentist, set-up, record keeping, patient care and clean-up time. A Dentist may be assisted by dental assistants who perform their duties under the direct supervision of the Dentist. All dental services should be provided by Dentists and dental assistants who are experienced working with persons with communicable diseases.
- 65.02 In no event will the fees paid for the services described in section 65.01 exceed, in the aggregate,
FY 14/15: \$53,234
FY 15/16: \$747,327
First extension (if applicable): \$373,664
Second extension (if applicable): \$373,664
Third extension (if applicable): \$373,664

Psychological Services

- 66.01 A per-session rate for psychological services provided by Psychologists, which rate is \$399.49 for each completed session, where a "session" means a period of 3.5 hours during which psychological services (including set-up, record keeping, patient care and clean up time) are provided. Sessional rates and fees will be pro-rated for partial sessions.
- 66.02 The per-session rate for psychological services will be adjusted in accordance with the rate agreed to between the Province and the British Columbia Psychological Association, if any such rate is agreed upon during the Term, for the provincial government and will be effective on the date agreed upon between the Province and the British Columbia Psychological Association.
- 66.03 In no event will the fees paid for the services described in section 66.01 exceed, in the aggregate,
FY 14/15: \$72,515
FY 15/16: \$1,018,000
First extension (if applicable): \$509,000
Second extension (if applicable): \$509,000
Third extension (if applicable): \$509,000

Psychiatrists

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

General Practitioners

- 68.01 Fees for General Practitioners are billed directly to the BC Medical Services Plan of British Columbia. The Service Provider is responsible to ensure that these fees are billed directly to the Medical Services Plan on a fee for service basis.
- 68.02 General Practitioner telephone consultations for patient care services that cannot be billed to the BC Medical Services Plan will be paid by the Province at a rate of \$13.95 per call and in an amount not to exceed \$20,000 per year.
- 68.03 Sessional rates for non-direct patient care (i.e. approved services not billable under the Medical Services Plan) means the rate of \$407.81. Sessional rates and fees will be pro-rated for partial sessions. Fees for non-direct patient care are not to exceed \$132,130 per year.
- 68.04 The sessional rate for General Practitioners in section 68.03 reflects the rate adjustments agreed to between the Alternatives Payments Branch, Ministry of Health and the British Columbia Medical Association and will be the rate in effect during the Term.
- 68.05 Should a General Practitioner be required to attend a centre to attend to a patient for an urgent condition, the General Practitioner will be paid a call-back fee of \$115.00 per occurrence. In no event will the amount paid for call-backs exceed \$4,733 for FY 2014/15 and \$66,446 per year thereafter.
- 68.06 Travel, if required, will be at the approval of the Province. In no event will the amount paid for travel exceed \$63,968 per year.
- 68.07 In no event will the fees paid for services described in sections 68.02 to 68.07 exceed, in the aggregate,
FY 14/15: \$20,126
FY 15/16: \$282,544
First extension (if applicable): \$141,343.50
Second extension (if applicable): \$141,343.50
Third extension (if applicable): \$141,343.50

Addiction Counsellors

- 69.01 The Province will pay actual costs for wages and benefits of the Addiction Counsellors for the provision of these services.
- 69.02 The Addiction Counsellors will provide no less than 35 hours/week in each Centre.
- 69.03 In no event will the fees paid for the services described in sections 69.01 and 69.02 exceed, in the aggregate,
FY 14/15: \$62,329
FY 15/16: \$875,000
First extension (if applicable): \$441,875
Second extension (if applicable): \$441,875
Third extension (if applicable): \$441,875

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

- 70.01 The Province will pay for actual costs of wages for the Health Care Managers and Assistant Health Care Managers, to the maximum of \$49.50 per hour for the Health Care Managers, and \$47.80 per hour for the Assistant Health Care Managers, for hours approved by the Province.
- 70.02 Benefits will be calculated and paid as a percentage of the hourly wage for Health Care Managers and Assistant Health Care Managers. Benefits are defined as all paid leaves (i.e., only hours worked can be billed to the Province directly) (e.g., vacation, illness and any others), as well as the actual costs for other benefits such as medical insurance, life insurance, pension fund, etc.
- 70.03 In no event will the wages and benefits for the services described in sections 70.01 and 70.03 exceed, in the aggregate,
FY 14/15: \$108,487
FY 15/16: \$1,522,990
First extension (if applicable): \$769,109
Second extension (if applicable): \$769,109
Third extension (if applicable): \$769,109

Administrative Fee

- 71.01 During the Term the Province will pay the Administrative Fee to the Service Provider, in the manner contemplated in this Schedule E. The amount of the Administrative Fee is set out in Appendix 1 to this Schedule E.
- 71.02 [Intentionally deleted].
- 71.03 The Administrative Fee will be billed in accordance with section 73.01.
- 71.04 The Administrative Fee is intended to compensate the Service Provider for all costs not otherwise specifically addressed in this Agreement.

Service Delivery Fill Rate Reporting

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

Administrative Fee Payment

- 73.01 Payment of the Administrative Fee will be made in bi-weekly increments of 1/26 of the annual fee, charged equally across all Centres.

- 73.02 The Service Provider's ability to fulfil the required staffing levels in each Centre will be monitored on a regular basis.

Expenses

- 74.01 The Service Provider will be reimbursed for the following annual expenses. These costs are to be submitted on the Service Provider's monthly or bi-weekly invoice and must be supported, where applicable by proper receipts.
- 74.02 The Province will pay travel costs for the Service Provider's Manager and all Functional Leads to visit each Centre. All costs will be in accordance with Group 1 rates identified in Schedule I and must be invoiced with submission of receipts as applicable. In no event will the Province's payment for these travel costs exceed, in the aggregate,
FY 14/15: \$10,280
FY 15/16: \$144,312
First extension (if applicable): \$72,156
Second extension (if applicable): \$72,156
Third extension (if applicable): \$72,156
- 74.03 In the event the Service Provider is unable to enter into a contractual arrangement with a General Practitioner and/or Psychiatrist located in physical proximity to PGRCC, the Province will reimburse the Service Provider for travel costs at Group 1 Government Rates as set out in Schedule I, for the provision of General Practitioner and/or psychiatric services at PGRCC once per week. In no event will the Province's payment for these travel costs exceed, in the aggregate
FY 14/15: \$6,779
FY 15/16: \$95,160
First extension (if applicable): \$47,580
Second extension (if applicable): \$47,580
Third extension (if applicable): \$47,580

Training

- 75.01 Training costs will be paid to the Service Provider in accordance with the items identified in the Schedule of Training, provided they are supported, where applicable, by proper receipts and are in the opinion of the Province, necessarily incurred by the Service Provider in the fulfillment of obligations under this Agreement.
- 75.02 The Service Provider will provide reconciliation of the costs incurred for training in each of the Service Provider's invoices, in accordance this Schedule.
- 75.03 The annual training costs payable to the Service Provider in accordance with sections 76.01 and 76.02 will not exceed, in the aggregate,
FY 14/15: \$34,192
FY 15/16: \$480,000
First extension (if applicable): \$240,000
Second extension (if applicable): \$240,000
Third extension (if applicable): \$240,000

Start Up Costs and Accountable Advance

- 76.01 Upon submission of an invoice, the Province will pay the Service Provider a one-time only fee for start up cost in the amount of \$293,542.00.

- 76.02 The Province will, on or before March 31, 2015, pay to the Service Provider the amount of \$150,000 as a non-refundable contribution towards the Service Provider's cost of maintaining insurance coverage for a reasonable period of time following the end of the Term.

Additional Health Services Costs and Provisions

- 77.01 In the event of an unusual or emergency operational situation or business requirement, and only if approved by the Provincial Director, the Service Provider will be reimbursed for costs related to the provision of additional health care services. An example of this type of emergency situation would be natural disaster or an unexpected large influx of migrant detainees. Costs include salaries, overtime, sessional and administration costs, and travel expenses at Group 1 rates as set out in Schedule I. These costs, if approved by the Province, are to be submitted on the monthly invoice, accompanied by supporting documentation, in accordance with section 79.05, and are not to exceed
- (a) \$100,000 annually available at the express approval of the Provincial Director
 - (b) \$350,000 annually available at the express approval of the Assistant Deputy Minister.
- 77.02 In no event will the amount payable to the Service Provider in accordance with section 77.01 exceed, in the aggregate,
- FY 14/15: \$7,123 for (a) and \$24,932 for (b) and total of \$32,055
- FY 15/16: \$450,000
- First extension (if applicable): \$225,000
- Second extension (if applicable): \$225,000
- Third extension (if applicable): \$225,000

Invoicing

- 78.01 For each bi-weekly pay period during the Term, the Service Provider will submit to the Province an invoice for each Centre, in the format attached as Schedule K, showing the calculations of all fees and expenses claimed for the period for which the statement is submitted. The Service Provider will bill, and the Province will remit payment to the Service Provider, as follows:
- a) direct service delivery – estimated costs will be billed bi-weekly, 5 days preceding each bi-weekly pay period;
 - b) the Province will pay the Service Provider via EFT no later than noon on the payroll deposit date (occurs Wednesday preceding each pay day);
 - c) the Administrative Fee will be billed by means of a separate bi-weekly invoice; and
 - d) invoices for Registered Retirement Savings Plan, Municipal Pension Plan and Medical Services Plan remittances are to be billed separately with documents supporting payments made.
- 78.02 The Province will pay actual costs on a one-for-one basis. Benefits that will be reimbursed 100% include: Provincial Pension, CPP, Death and Retiring Premiums, EI, Extended Health and Dental, Group Life, Medical Services Plan, Long Term Disability, WCB, Employee Family Assistance Program, Compassionate Days, Annual Leave, Stat Holiday paid days off, Maternity and Parental Leave, and Special Leave.

The Service Provider will submit bi-weekly to the Province a report from its payroll system that details the actual payroll costs specific to the list above. On a bi-weekly or monthly basis, as applicable, the Province will reconcile the payroll report(s) to the monthly costs paid. If the Province overpaid these actual costs, the difference will be deducted from the Service Provider's next invoice. If the Province underpaid these actual costs, the difference will be paid to the Service Provider.

78.03 The Service Provider's invoice will be reconciled submitted as follows:

- (a) the reconciliation invoice for Direct Service Delivery – Actual Cost will be submitted within 10 business days of the date on which payment of the bi-weekly payroll for a given bi-weekly pay period is made; and
- (b) any variance between the estimated hours worked for billing purposes, as identified in section 78.01(a), and actual hours worked, as identified by a subsequent reconciliation by the Province against the Service Provider's payroll report, will be adjusted by means of debit/credit that will be applied to the next scheduled payment to the Service Provider.

Direct Service Delivery – Actual Costs

- 79.01 Invoicing for direct service delivery will include a payroll report for those positions delivering these services. The payroll report is to be easily matched to the fill-rate report and the invoice and will include, but not be limited to, column headers for employee, date, shift and hours/sessions rate.
- 79.02 The Service Provider will provide a payroll report, at the request of and in a format satisfactory to the Province, that includes details relating to wages and benefits and sessional rates (as applicable) for all positions identified in Schedule F and in sections 64.01 through 70.0. Such details will include, but are not limited to, employee name, wage, position, and classification, status of employment, (e.g. regular or casual employee etc.) dates of hours worked, adds to pay such as shift premiums, Occupational First Aid Allowance, recruitment incentives, etc., and benefits paid on behalf of the employee as described in this section. The structure and the details of this report will be negotiated between the Province and the Service Provider.

Transparency in Invoicing

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

Reports

- 81.01 In consultation with the Province, the Service Provider will provide reports and data records in a format acceptable to the Province, which address, but are not necessarily limited to the following:
 - (a) staffing reports;
 - (b) service hours delivered by position;
 - (c) payroll reports referred to in section 80.02;

- (d) activity reports that include but are not limited to Health Care Services delivered, waitlists, training provided to Health Care Personnel, etc.;
 - (e) incident reports; and
 - (f) medical equipment inventory and status.
- 81.02 All reports and data records will be inclusive of the information required by the Province to adequately monitor and provide management oversight for health care delivery. The Province will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying or auditing the same.

Additional Rules for this Schedule

- 82.01 Where, in this Schedule, a dollar value is set out in relation to “FY 14/15”, that dollar value will be adjusted upwards in the event that a written notice is given to the Service Provider in accordance with section 3.02. The revised dollar value will be calculated as follows:
- $(\text{existing dollar value}) + (\text{existing dollar value} / 26 \times A)$
- where A = the number of days prior to March 6, 2015 during which the Service Provider is obliged to provide the Services.
- 82.02 Amounts paid to the Service Provider by the Province in respect of the Service Provider’s overtime costs, sick time costs and Municipal Pension Plan costs will not be counted towards the dollar value limits specified in sections 64.04, 69.03, and 70.03.
- 82.03 Where, in this Schedule, a dollar value is set out in relation to the “first six-month extension”, the “second six-month extension”, or the “third six-month extension”, that dollar value will be reduced on a pro-rata basis in the event that the length of an extension term is less than six months.

Appendix 1 to Schedule E (Fees)

Administrative Fee

FY2014/2015 \$174,462

FY2015/2016 \$2,449,180.00

In the event that the Province exercises its right to extend the Term as contemplated by section 3.03, the Administrative Fee applicable to FY2015/16 will apply, on a pro-rata basis, to each and every extension term.

Appendix 2 to Schedule E (Fees)

Shift Premium Calculation

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

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

SCHEDULE F

HOURS OF SERVICE

Schedule F, Hours of Service: ACCW

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Admin	7:00	14:30	5	7.00	35.00
Nurse-RN	Day	General Nursing	6:00	18:00	7	11.00	77.00
Nurse-RN	Afternoon	Intake Screening	14:30	22:00	5	7.00	35.00
Nurse-RN	Night	General Nursing	18:00	6:00	7	12.00	84.00
Nurse-LPN	Day	Medications	6:00	14:00	7	7.50	52.50
Nurse-LPN	Afternoon	Medications	14:00	22:00	7	7.50	52.50
Mental Health Coord	Day	Coordinating Services	8:00	15:30	5	7.00	35.00
Screeners	Afternoon	Intake Screening	17:30	21:30	6	4.00	24.00
MOA/Clerk	Day	General Duties	8:00	15:30	5	7.00	35.00
MOA/Clerk	Afternoon	General Duties	14:00	21:30	5	7.00	35.00
Physician	Clinics (MSP)	Mon-Fri	8:30	12:00	5	3.50	17.50
Physician	Travel				5	0.75	3.75
Psychologist	Sessions	Mon-Fri			10	3.50	35.00
Dentist	Fee for Service	Days of Service Delivery	8:00	16:00	3	3.50	10.50
Psychiatrist	MSP	Days of Service Delivery	8:00	13:30	1	5.50	5.50
Addiction Counsel	Day	Mon-Fri	9:00	16:30	5	7.00	35.00
					88.00	100.75	572.25

Schedule F, Hours of Service: FMCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
Asst. HC Manager	Day	Admin	7:00	15:00	5	7.00	35.00
Nurse-RN	Day	General Nursing	7:00	15:00	5	7.00	35.00
Mental Health Coord	Day	Approx 3 full days / week performed by Asst HCM					
MOA/Clerk	Day	General Duties	7:00	15:00	3	7.00	21.00
Physician	Clinics (MSP)	Tues	8:30	12:00	1	3.50	3.50
Physician	Travel				1	3.50	3.50
Psychologist	Sessions	Tues & Thurs	variable	variable	2	3.50	7.00
Psychologist	Travel				1	2.50	2.50
Addiction Counsel	Day	Mon-Fri	8:00	16:00	5	7.00	35.00
					23.00	41.00	142.50

Schedule F, Hours of Service: FRCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Admin	6:30	14:00	5	7.00	35.00
Nurse-RN	Day	General Nursing	6:15	16:50	7	9.58	67.06
Nurse-RN	Afternoon	General Nursing	12:30	23:00	7	10.00	70.00
Nurse-LPN	Day	Medications	4:15	14:20	7	9.58	67.06
Nurse-LPN	Day	Odd Time Medications	12:55	23:00	7	9.58	67.06
Nurse-LPN	Afternoon	Workload, MTW 0830-1600, Thurs/Fri 1130-1900	Varies	Varies	5	7.00	35.00
Mental Health Coord		Coordinating Services	7:30	15:00	5	7.00	35.00
MOA/Clerk	Day	Parade Clerk	7:00	13:00	5	7.00	35.00
MOA/Clerk	Day	General Duties	8:00	15:30	5	7.00	35.00
MOA/Clerk	Day	Archive Clerk (Archive Retrieval)	9:00	13:00	2	4.00	8.00
MOA/Clerk	Afternoon	Afternoon Clerical	16:30	20:00	5	7.00	35.00
Physician	Clinics (MSP)	Tues	9:00	12:30	5	3.50	17.50
Physician	Travel				5	0.80	4.00
Psychologist	Sessions	Mon-Thurs	9:00	14:15	4	5.25	21.00
Dentist	Fee for Service	Days of Service Delivery	8:00	11:30	5	3.50	17.50
Psychiatrist	MSP	Days of Service Delivery			1	7.00	7.00
Addiction Counsel	Day		9:00	16:30	7	7.00	49.00
X Ray Tech	3 hour minimum		9:00	13:30	2	4.50	9.00
					89.00	116.29	614.18

Schedule F, Hours of Service: KRCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Admin	6:30	14:00	5	7.00	35.00
Asst. HC Manager	Night	Supervision of Nurses	14:00	21:30	5	7.00	35.00
Nurse-RN	Day	General Nursing	6:30	16:35	7	9.58	67.06
Nurse-RN	Afternoon	General Nursing	12:30	22:35	7	9.58	67.06
Nurse-LPN	Day	Medications	5:30	13:30	7	7.50	52.50
Nurse-LPN	Afternoon	Medications	14:30	22:30	7	7.50	52.50
Mental Health Coord	Day	Coordinating Services	8:00	15:30	5	7.00	35.00
Screeners	Afternoon	Intake Screening	15:00	19:00	5	4.00	20.00
MOA/Clerk	Day	General Duties	8:00	15:30	5	7.00	35.00
MOA/Clerk	Day	General Duties	variable	variable	1	2.00	2.00
MOA/Clerk	Night	General Duties	18:30	22:30	5	4.00	20.00
Physician	Clinics (MSP)	Mon, Wed, Fri	8:30	12:00	3	3.50	10.50
Psychologist	Sessions	Days of Service Delivery			6	3.50	21.00
Dentist	Fee for Service	Days of Service Delivery			2	3.50	7.00
Psychiatrist	MSP	Days of Service Delivery			1	3.50	3.50
Addiction Counsel	Day	Mon-Fri	8:30	16:00	5	7.00	35.00
Addiction Counsel	Groups	Thurs	17:00	22:00	1	5.00	5.00
					77.00	98.16	503.12

Schedule F, Hours of Service: NCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Admin	7:00	14:30	5	7	35.00
Nurse-RN	Day	General Nursing	6:15	16:20	7	8.75	61.25
	Afternoon	General Nursing	16:05	22:00	7	6.25	43.75
Nurse-LPN	Day	Medications	6:15	13:45	5	7	35.00
	Afternoon	Medications	13:55	22:00	7	9.58	67.06
Mental Health Coordinator	Day	Coordinating Services	8:30	16:00	5	7	35.00
MOA/Clerk	Day	General Duties	7:00	14:30	5	7	35.00
	Day	Archive Clerk, every other Wednesday	8:00	12:00	0.5	4	2.00
Physician	Clinics (MSP)	Tues, Thurs			2	3	6.00
	Travel				2	0.5	1.00
Psychologist	Sessions	1x / Month			0.26	3.5	0.91
Dentist	Fee for Service	Days of Service Delivery			1	3.5	3.5
Addiction Counsellor	Day	Mon-Fri	8:30	16:00	5	7	35.00
					51.76	74.08	360.47

Schedule F, Hours of Service: NFPC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Admin	7:00	15:00	5	7.00	35.00
Asst. HC Manager	Day	Admin	9:00	16:30	5	7.00	35.00
Nurse-RN	Day	Office	6:00	19:00	7	12.00	84.00
Nurse-RN	Day	Clinics, Seg Rounds	7:00	17:05	7	9.58	67.06
Nurse-RN	Afternoon	Intake 1	12:00	22:05	7	9.58	67.06
Nurse-RN	Afternoon	Intake 2	14:30	22:00	5	7.00	35.00
Nurse-RN	Afternoon	Float	14:00	21:30	5	7.00	35.00
Nurse-RN	Night	General Duties	17:00	6:00	7	12.00	84.00
Nurse-RN	Afternoon Weekend	Intake	18:30	22:30	2	4.00	8.00
Nurse-LPN	Day	Medications	4:30	14:35	7	9.58	67.06
Nurse-LPN	Day	Methadone, Medications	8:00	18:05	7	9.58	67.06
Nurse-LPN	Afternoon	Medications-Odd Time	13:00	20:30	5	7.00	35.00
Nurse-LPN	Afternoon	Medications-Night Time	13:30	23:35	7	9.58	67.06
Mental Health Coord	Day	Coordinating Services	7:30	15:00	5	7.00	35.00
Screeners	Day	Intake Screening	Mon: 17:00	21:00	5	6.40	32.00
Screeners			Tues-Fri: 14:00	21:30			
Screeners	Day	Intake Screening	Mon: 14:00	21:30	5	4.60	23.00
Screeners			Tues-Fri: 17:30	21:30			
Screeners	Night Weekend	Intake Screening	18:00	22:00	2	4.00	8.00
MOA/Clerk	Day	General Duties	6:00	16:05	7	9.58	67.06
MOA/Clerk	Day	Parade Clerk	6:00	16:24	7	9.90	69.30
MOA/Clerk	Day	D&A Clerk (Referrals, Data Entry)	8:00	15:30	5	7.00	35.00
MOA/Clerk	Day	Admin-Schedule Clerk (Support HC Ops)	7:00	15:30	5	7.00	35.00
MOA/Clerk	Day	Admin Clerk (archive Retrieval)	9:00	13:12	5	4.20	21.00
MOA/Clerk	Afternoon	Afternoon Clerical	16:30	0:00	5	7.00	35.00
Physician	Clinics (MSP)	Mon-Sat	8:00	17:00	5	7.00	35.00
Psychologist	Sessions				3	7.00	21.00
Dentist	Fee for Service	Days of Service Delivery			3	7.00	21.00
Psychiatrist	MSP	Days of Service Delivery			1	8.00	8.00
Addiction Counsel	Day	Mon-Fri	8:30	15:30	5	7.00	35.00
					144.00	213.58	1,166.66

Schedule F, Hours of Service: PGRCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day		6:30	14:00	5	7.00	35.00
Nurse-RN	Day	Parades, General Duties	6:30	16:30	7	9.58	67.06
Nurse-RN	Afternoon	General Duties	13:00	23:05	7	9.58	67.06
Nurse-LPN	Day	Medications	6:00	15:05	7	9.58	67.06
Nurse-LPN	Afternoon	Medications	14:00	23:05	7	9.58	67.06
Mental Health Coord	Day	Coordinating Services	8:00	15:30	5	7.00	35.00
Screeners	Afternoon	JSAT Screen	17:00	21:00	5	4.00	20.00
MOA/Clerk	Day	General Duties	6:00	16:05	5	7.00	35.00
MOA/Clerk	Afternoon	General Office Duties & Archives	9:00	13:12	5	4.00	20.00
Physician	Clinics (MSP)	MD Clinics			2	3.50	7.00
Psychologist	Sessions	Clinics			2	7.00	14.00
Dentist	Fee for Service	Dental Clinics			2	3.50	7.00
Psychiatrist	MSP	Psychiatry Clinics			2	3.50	7.00
Addiction Counsel	Day	Addiction Services	0:00	14:30	5	7.00	35.00
					66.00	91.82	483.24

Schedule F, Hours of Service: SPSC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day	Manager, Staffing	7:00	14:30	5	7.00	35.00
Asst. HC Manager	Afternoon		13:30	21:30	5	7.00	35.00
Nurse-RN	Day	Parade, Orders, General	6:30	16:35	7	9.58	67.06
Nurse-RN	Day	Medications, Admin	6:30	14:00	5	7.00	35.00
Nurse-RN	Afternoon	General Nursing	12:30	22:35	7	9.58	67.06
Nurse-RN	Afternoon	an added Intake nurse on Mondays or Tuesdays after the long weekend of 1500-2230 and every Friday from 1830-2230			5	9.20	46.00
Nurse-LPN	Day	Medications	6:00	14:00	7	7.50	52.50
Nurse-LPN	Afternoon	Medications & Intake	10:00	20:05	7	9.58	67.06
Nurse-LPN	Afternoon	Odd Time Medications	15:00	22:30	7	7.50	49.00
Mental Health Coord	Day	Coordinating Services	7:30	15:00	5	7.00	35.00
Screeners	Afternoon	Mental Health	15:00	22:30	5	7.00	35.00
Pharm Tech	Afternoon	Medications	17:00	22:30	5	5.00	25.00
MOA/Clerk	Day	General Duties	7:00	14:30	5	7.00	35.00
MOA/Clerk	Day	Archive Clerk	8:00	12:00	5	4.00	20.00
MOA/Clerk	Afternoon	Clinics, Data Entry	14:00	21:30	5	7.00	35.00
Physician	Clinics (MSP)	Monday to Friday	8:30	12:00	5	3.50	17.50
Psychologist	Sessions	Varies			5.5	3.50	19.25
Dentist	Fee for Service	Varies			2	3.50	7.00
Psychiatrist	MSP	Tuesday	8:00	11:30	1	3.50	3.50
Addiction Counsel	Day		9:00	16:30	5	7.00	35.00
					103.5	131.94	720.93

Schedule F, Hours of Service: VIRCC

Position	Description	post/prime duty	Start Time	End Time	Days per week	Hours / Day	Hours / Week
HC Manager	Day		7:30	15:00	5	7.00	35.00
Nurse-RN	Day	Treatment, Nursing	6:30	16:35	7	9.58	67.06
Nurse-RN	Afternoon	Treatment, Admin, Charge	12:30	22:35	7	9.58	67.06
Nurse-LPN	Day	Medications	5:00	14:30	7	9.00	63.00
Nurse-LPN	Afternoon	Medications	13:00	22:30	7	9.00	63.00
Mental Health Coord	Day	Coordinating Services	8:30	16:00	5	7.00	35.00
Screeners	Afternoon	Intake Screening	15:30	18:50	7	3.25	22.75
Pharm Tech	Afternoon	Medication Prep	13:00	22:30	5	9.00	45.00
MOA/Clerk	Day	General Duties	7:30	15:00	5	7.00	35.00
MOA/Clerk	Afternoon	General Duties	13:30	21:00	5	7.00	35.00
MOA/Clerk	Afternoon	Archive Clerk	13:00	17:00	2	4.00	8.00
Physician	Clinics (MSP)	Mon, Wed, Thurs	8:30	12:00	3	3.50	10.50
Psychologist	Sessions	Wed, Thurs, Fri, Sat	8:30	12:00	6	3.50	21.00
Dentist	Fee for Service	Days of Service Delivery	8:00	16:00	1.5	7.00	10.50
Psychiatrist	MSP	Days of Service Delivery			1	7.00	7.00
Addiction Counsel	Day		8:30	16:00	5	7.00	35.00
					78.50	109.41	559.87

SCHEDULE G

COMMITTEES

Committees

Health Care Committee

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

Membership:

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

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

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

Primary Assessment and Care (PAC) Committee

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

Membership:

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

Service Provider: Service Provider's Manager, Technology Lead

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

Financial Review & Reconciliation Committee

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

Membership:

Province: Deputy Provincial Director as necessary, Branch Division Contract Manager, Branch Resource Manager

Service Provider: Service Provider's Manager and financial management resource(s)

- Duration: 1/2 day
- Frequency: Four times per year

- Location: Victoria, BC (in-person or via teleconference, at the discretion of the Province)
- Compensation: Included in Administration Fee (separate travel and other costs are not billable to the Province)

Pharmacy & Therapeutic Advisory Committee (PTAC)

Purpose: PTAC makes recommendations to the Health Care Committee on the availability, suitability and clinical risks and benefits of pharmaceuticals, therapeutic and diagnostic medical devices and related products. PTAC makes recommendations regarding the Drug Formulary and on the maintenance and procurement of therapeutic and diagnostic medical devices and related products, in keeping with the community standards of care.

Membership:

Province: Medical Director, Product Distribution Centre Pharmacist, Branch Division Contract Manager

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

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

SCHEDULE H

ELECTRONIC INFORMATION SYSTEMS

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

The Service Provider will use PAC to monitor, manage and enhance the operational delivery of the Services by ensuring the appropriate use of:

- a) medical and diagnostic codes;
- b) workflow functions;
- c) all open tasks;
- d) encounters; and
- e) episodes and medication record sets.

The PAC system will be used by the Service Provider for the creation and maintenance of Inmate and group records, appointments and schedules. It will also be used by the Province for performance and work flow management.

CORNET – Corrections Network

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

Province Line of Business Applications, eServices & eHealth Records

The Service Provider will use specific Province applications effectively in the delivery of the Services. The Service Provider will collaborate with the Province in the strategic and effective use, development and deployment of business applications to:

- a) protect Inmates, staff and the public;
- b) manage, support, improve, monitor and innovate the delivery of the Services;
- c) develop work reduction and after hours support models;
- d) ensure the input of quality information to support business intelligence, quality assurance, contract monitoring and evidence based decision making; and
- e) promote participation in the provincial electronic health record.

- 3.03 Application training and support will be provided and funded by the Province according to established standards and policies.

SCHEDULE I

TRAVEL

The following are allowable expenses for the Service Provider. All expenses must be paid by the Service Provider. Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the Service Provider requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

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

1.Meal Allowances:

Breakfast only	\$11.75	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.50	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.75	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$25.25	see above
Breakfast and dinner only	\$34.50	see above
Lunch and dinner only	\$36.25	see above
Full day	\$48.00	

The following meal allowances can be claimed which must not exceed \$48.00 per day (receipts are not required):

2.Mileage Rates When Using Private Vehicle:

Effective April 1, 2013 the private vehicle rate is \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3.Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4.Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.htm l#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. The Service Provider should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5.Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person. Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.

- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

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

b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When the Service Provider is required to travel out-of-province, a Travel Authorization form approved by the Division Contract Manager must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the Service Provider).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in the opinion of the Division Contract Manager are necessarily incurred by the Service Provider in providing the Services. Contact the Division Contract Manager before incurring any misc. expenses.

SCHEDULE J

INVOICES

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

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

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

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

- Emergency or Additional Code: Code table to be provided.

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

SCHEDULE K
PRIVACY PROTECTION SCHEDULE

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Province otherwise directs in writing, the Service Provider may only use personal information if that use is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

the Service Provider must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for

defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

Interpretation

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

SCHEDULE L

SECURITY SCHEDULE

Definitions

1. In this Schedule,
 - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Service Provider to provide the Services;
 - (b) "Facilities" means any facilities at which the Service Provider provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Service Provider (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Service Provider and, for greater certainty, may include
 - (i) the Service Provider or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Service Provider or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Service Provider in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Service Provider in the Privacy Protection Schedule.

Services Worker confidentiality agreements

3. The Service Provider must not permit a Services Worker who is an employee or volunteer of the Service Provider to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Service Provider to keep Sensitive Information confidential on substantially similar terms as those that apply to the Service Provider under the Agreement.

Services Worker security screening

4. The Service Provider may only permit a Services Worker who is an employee or a volunteer of the Service Provider to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out below and any additional requirements the Service Provider may consider appropriate, the Service Provider is satisfied that the Services Worker does not constitute an unreasonable security risk. The Service Provider must create, obtain and retain Records documenting the Service Provider's compliance with the security screening requirements set out below.

Services Worker activity logging

5. Subject to section 6, the Service Provider must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. [Intentionally deleted.]

Facilities and Equipment protection and access control

7. The Service Provider must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Service Provider required by the Service Provider to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Service Provider
 - (i) being used by the Service Provider to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Service Provider any Facilities or Equipment of the Province for the use of the Service Provider in providing the Services, the Service Provider must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Service Provider must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) [Intentionally deleted].

Integrity of Information

10. The Service Provider must create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Service Provider.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Service Provider; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Service Provider must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Service Provider becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Service Provider to comply with this Schedule or the Agreement), the Service Provider must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Service Provider provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Service Provider to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Service Provider must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Service Provider to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Service Provider must retain all Records in the Service Provider's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. [Intentionally deleted].

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Service Provider containing Information; or
 - (b) any of the Service Provider's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Service Provider's compliance with this Schedule

and the Service Provider must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

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

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the “Service Provider” in this Schedule includes any subcontractor retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Service Provider
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.

The following personnel security screening requirements set out in this Schedule are for the purpose of assisting the Service Provider determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Service Provider must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Service Provider must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another Province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">B.C. driver’s licence or learner’s licence (must	<ul style="list-style-type: none">School ID card (student card)Bank card (only if holder’s name is on card)Credit card (only if holder’s name is on card)PassportForeign birth certificate (a baptismal certificate is not

<p>have photo)</p> <ul style="list-style-type: none"> • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<p>acceptable)</p> <ul style="list-style-type: none"> • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card
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*It is not necessary that each piece of identification viewed by the Service Provider contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Service Provider must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Service Provider must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Service Provider requesting that a Services Worker provide employment references and the Service Provider contacting those references. If a Services Worker has no relevant employment history, the Service Provider must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Service Provider must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Service Provider must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Service Provider it wishes to do so.

SCHEDULE M
ADDITIONAL INDEMNIFICATION PROVISIONS

1. <intentionally deleted>
2. The Province will indemnify and save harmless the Service Provider, its employees and agents (the “Indemnitees”), against and from any and all complaints, claims or actions of any nature whatsoever which may be brought against the Indemnitees or any of them, because of anything done or omitted in good faith in the performance or purported performance of the Services.
3. Without limiting the generality of paragraph 2, the indemnity provided by the Province includes:
 - (a) any and all fees, charges, costs and expenses actually and reasonably incurred in investigating, preparing for, defending against, providing evidence in, producing documents or taking any other action in connection with any commenced or threatened complaint, claim or action, proceeding or investigation, including all legal fees and disbursements;
 - (b) any amounts paid or required to be paid in resolution, compromise or settlement of any commenced or threatened complaint, claim or action, proceeding or investigation;
 - (c) any award of a monetary nature against the Indemnitees;
 - (d) any amounts paid or ordered to be paid to satisfy a judgment, order, award, remedy or penalty, including interest and costs; and
 - (e) all costs, charges and expenses reasonably incurred by the Indemnitees in establishing its right to be indemnified pursuant to this Agreement.
4. Notwithstanding the provisions of paragraphs 2 and 3, the Province will have no obligation to indemnify or save harmless the Indemnitees against any liability imposed upon them by reason of bad faith, malicious conduct or gross negligence, as agreed by the parties, or, failing agreement, by final determination by a tribunal or court of British Columbia. Upon such a determination, the Province may recover from the Indemnitees its reasonable fees, costs or disbursements related to any portion of the investigation or defence of a complaint, claim or action excluded by this paragraph, and the Indemnitees will pay such amounts within a reasonable time.
5. Notwithstanding the provisions of paragraphs 2 and 3, the Province will have no obligation to indemnify or save harmless the Indemnitees in respect of any liability for which the Indemnitees are entitled to indemnity pursuant to any valid and collectable policy of insurance, to the extent of such policy of insurance. Where partial indemnity is provided by such insurance, the obligation of the Province under paragraphs 2 and 3 will continue in effect but be limited to that portion of the liability for which indemnity is not provided by such policy of insurance.
6. In any case where the obligation of the Province to indemnify is limited by the application of paragraph 5, the Province may recover from the Indemnitees those fees, costs and disbursements covered by any policy of insurance referred to in paragraph 5, by making written demand to the Indemnitees, and the Indemnitees will pay such amounts within a reasonable time.
7. In any case where an insurer, as referred to in paragraph 5, has disputed its liability to the Indemnitees, the Province will pay for the costs of any investigation and defence and will fulfill all of its indemnification obligations to the Indemnitees, and the Indemnitees will assign to the Province their right to claim against the insurer for those costs.

8. Upon the Indemnitees being notified in writing of any complaint, claim or action against them to which the indemnity described in paragraph 2 might apply:
 - (a) the Indemnitees will provide written notice of such complaint, claim or action, to the Province within thirty (30) working days, unless not reasonably practicable;
 - (b) upon receipt of the written notice referred to in subparagraph (a), the Province will, at its sole cost and expense, take all reasonable and necessary steps to conduct any investigation of and to defend the complaint, claim or action on behalf of the Indemnitees; and
 - (c) the Indemnitees will in a commercially reasonable manner cooperate with the Province in respect of any investigation undertaken by the Province in accordance with this Schedule and in respect of the defence, by the Province, of the complaint, claim or action on behalf of the Indemnitees.
9. The Province will consult with and obtain the written consent of the Indemnitees, which consent will not be unreasonably withheld, concerning the appointment of any legal counsel or other persons to be engaged by the Province, in fulfillment of its obligations to indemnify the Indemnitees and, thereafter, the Province will appoint legal counsel under this Agreement.
10. With respect to any complaint, claim or action for which the Province is obliged to indemnify the Indemnitees under this Schedule, the Province may conduct negotiations towards a resolution or settlement and, with the written consent of the Indemnitees (which consent will not be unreasonably withheld), the Province may make such resolution or settlement as it deems expedient, provided however that the Indemnitees will not be required, as part of any proposed resolution or settlement, to admit liability or agree to indemnify the Province in respect of, or make any contribution to, or any compensation or other payment provided for by such resolution or settlement.
11. With respect to any complaint, claim or action for which the Province is obliged to indemnify the Indemnitees under this Agreement, if the Indemnitees unreasonably fail to consent to the terms of a proposed resolution or settlement which is otherwise acceptable to the Province and the complainant, claimant or party to any complaint claim or action, the Province may require the Indemnitees to negotiate or defend the complaint, claim or action independently of the Province and, in such event, any amount recovered by a complainant, claimant or party to any complaint, claim or action, in excess of the amount for which a resolution or settlement could have been made by the Province, shall not be recoverable under this Indemnity and, it being further agreed by the parties that the Province will only be responsible for legal fees, costs and disbursements up to the time at which such resolution or settlement could have been made.
12. The Service Provider agrees to perform the Services in a manner that will not materially increase the risks upon which this indemnity is based.
13. In the event the Service Provider becomes aware of a material change to the substantive risk to the Services, it will notify the Province before acting upon the situation and disclose full details of the potential change in risk, and its plan to address such risk.