

INFORMATION SHARING AGREEMENT FOR RESEARCH PURPOSES

Date: July 31, 2010

Between:

The Ministry of Public Safety and Solicitor General (the "PSSG")

And:

The Ministry of Housing and Social Development (the "HSD")

And:

The Ministry of Health (the "MOHS")

(together the "Parties")

Whereas The PSSG provides corrections services, HSD provides housing and social development, and MOHS provides health services, including mental health and addictions programs and services to clients

Whereas Programs and services of the Parties share many clients in common

Whereas The Parties established an inter-Ministry database in 2006 to conduct research into the effectiveness of their programs and services which have clients in common, and facilitate integrated planning, delivery and evaluation of these services

Whereas The Inter-Ministry database contains anonymized data on these clients in common, and is hosted by the Centre for Applied Research in Mental Health and Addiction ("CARMHA") at Simon Fraser University, which provides data hosting and analysis services for the Ministries

Whereas The Parties established three committees to provide information governance in relation to the initiative: An inter-Ministry Advisory Committee; Scientific Advisory Committee; and Data Working Group

Whereas CARMHA produced a research report using data from the inter-Ministry database titled "Corrections, Health and Human Services: Evidence-based Planning and Evaluation", in February, 2008

Whereas A Privacy Impact Assessment of this initiative was completed in November, 2009, and is attached to this Agreement as Appendix A

Whereas The Inter-Ministry database needs to be refreshed to enable the completion of four outstanding projects associated with the 2008 research report, and to facilitate future research initiatives

Whereas The Parties wish to formalize their data exchange for research arrangement via this research agreement

Now therefore The parties agree as follows:

1. Definitions

"De-Identified information" means personal information about an individual that has had obvious identifying elements such as name and address removed. De-Identified information falls within the definition of Personal Information unless otherwise specified in this Agreement.

"Personal information" means information about an identifiable individual, and includes record-level data that holds a reasonable expectation of re-identification even though direct identifiers such as name, address or identifying number have been removed.

2. Purpose

This Agreement documents the terms and conditions of the exchange of personal information by the Parties, in order to support an inter-Ministry research database at CARMHA that has been compiled by linking anonymized information contributed by the Parties. This Agreement describes the personal information that will be shared between the Parties in order to match individual records, and the process whereby the Database will be queried when any of the Parties have a research question to be answered.

3. Term and Termination

The Term of this Information Sharing Agreement for Research Purposes will begin on the day this Agreement is executed, and will end on the second anniversary of that date, unless the Agreement is sooner terminated or renewed.

4. Legal Authorities

- (a) Personal information is collected by the Parties under the *Freedom of Information and Protection of Privacy Act (FIPPA)* sections 26 (c) [information relates directly to and is necessary for an operating program or activity (matching records for the purposes of statistical research) of the public body] and 27 (1) (b) (collection via disclosure from another public body under section 35).
- (b) Personal information will be used by the Parties for the same purpose it was collected (matching records for the purposes of statistical research), under *FIPPA* section 32 (c).
- (c) Personal information will be disclosed by the Parties under *FIPPA* section 35 (for the purpose of statistical research into program effectiveness).

5. Personal Information

The Personal Information in this agreement consists of:

- (a) Name (first, middle, last);
- (b) Known aliases;
- (c) Date of birth;
- (d) Personal Health Number ("PHN"); and
- (e) Gender.

6. Collection, Use and Disclosure of Personal Information

The process for personal information exchange between the Parties will be as follows:

- (a) PSSG sends MoHS the information set out in section 5 (a), (b), (c) and (e), on a cohort of corrections clients they have identified based on their own criteria, along with Study Identification Numbers ("Study IDs") assigned for each of the clients.
- (b) MoHS matches these clients with clients it serves, based on a 12-step matching algorithm.
- (c) MoHS sends PSSG a list of the study IDs of the clients MoHS has identified as being clients in common in step (b) above (i.e., the clients from PSSG's cohort that the MoHS is able to provide data on).
- (d) PSSG and MoHS independently send the study IDs of these clients, along with client information, to CARMHA, for incorporation into the inter-Ministry database. No names or other identifiers are disclosed.
- (e) MoHS sends HSD the same list of study IDs in subsection (c), above, along with the PHNs of the clients associated with those study IDs.
- (f) HSD uses the PHNs sent by MoHS to match with PHNs of their own clients.
- (g) HSD sends the study IDs of their clients, along with the client information to CARMHA, for incorporation into the inter-Ministry database. No names or other identifiers are disclosed.
- (h) Each of the Parties enters into its own separate information sharing agreement with CARMHA for the data it submits to the research database.

7. Conditions on Use and Disclosure of Personal Information in the inter-Ministry database

- (a) Data in the inter-Ministry database will be governed and stewarded by a Project Steering Committee composed of representatives from each of the Parties, and CARMHA.
- (b) The decisions of the Steering Committee must be in keeping with the terms and conditions of the individual Information Sharing Agreements between the Parties and SFU and in compliance with legislative and associated policy requirements (e.g., *Freedom of Information and Protection of Privacy Act*).
- (c) The Steering Committee will be guided in their decisions on the use of the data by advice from a Scientific Advisory Committee consisting of subject matter experts and representatives from CARMHA.
- (d) All projects which use the inter-Ministry database must be approved by the Project Steering Committee.
- (e) No Party will permit the disclosure of another Party's data to be disclosed from the interMinistry database.

8. Accuracy

Each Party will make every reasonable effort to ensure the Personal Information in its custody is accurate, complete and up-to-date.

9. Security

- (a) Each Party will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- (b) Each Party will implement this Agreement in conformity with the government's Information Technology Security Policy.
- (c) Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize the security of the Personal Information associated with the Inter-Ministry database.

10. Compliance Monitoring and Investigations

- (a) Each Party will investigate all reported cases of:
 - unauthorized access to or modification of the Personal Information of another Party in its custody;
 - unauthorized use of the Personal Information of another Party in its custody;
 - unauthorized disclosure of the Personal Information of another Party in its custody;
 - breaches of privacy or security with respect to the Personal Information of another Party in its custody or with respect to any computer system in its custody that is used to access the Personal Information of another Party.
- (b) Each Party will report to the other the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.

11. Modification or Termination of Agreement -- General

This Agreement may be modified or terminated at any time by agreement, in writing, of all the Parties.

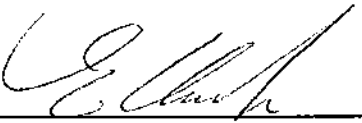
12. Termination for Non-Compliance with Agreement

This Agreement may be terminated at any time by any Party if any of the other Parties fail to meet their obligations under this Agreement.

13. Term of Agreement

This Agreement will be in force from the date it is signed and end two years from that date, unless sooner terminated in accordance with paragraph 11 or 12.

The Ministry of Public Safety and Solicitor General (PSSG)

for 

 Michelle Cameron, Provincial Director
Elenore Clark, A/Provincial Director

2010. 07. 21
 (Date)

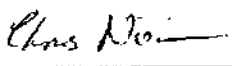
The Ministry of Housing and Social Development (HSD)



 Robert Bruce, Executive Director

July 15/10
 (Date)

The Ministry of Health (MOHS)



 Chris Norman, Chief Data Steward

July 14/10
 (Date)

**Vancouver Island Health Authority
Regional Assertive Community Treatment (ACT) Program
INFORMATION SHARING AGREEMENT**

THIS AGREEMENT is made effective the 24 day of APRIL, 2015 (the "Effective Date")

BETWEEN:

THE VANCOUVER ISLAND HEALTH AUTHORITY, the primary agency authorized to act on behalf of the ACT teams a British Columbia HEALTH AUTHORITY (hereafter "**VIHA**")

AND:

Victoria Police Department
Saanich Police Department
RCMP West Shore Detachment
RCMP Nanaimo Detachment
RCMP Port Alberni Detachment
RCMP Campbell River Detachment
RCMP North Cowichan-Duncan Detachment
Ministry of Social Development and Social Innovation
Ministry of Justice, Corrections Branch,
(hereafter "**Approved Parties**")

(each a "Party", and collectively the "Parties")

WHEREAS:

- A. The Vancouver Island Health Authority (VIHA) is the primary agency and the administrative lead for the Regional ACT Program ("the Program"), responsible for Program Information while in its Custody and Control in compliance with the British Columbia *Freedom of Information and Protection of Privacy Act* (FIPPA) and other applicable legislation;
- B. VIHA delivers mental health and substance use services through
 - VICOT ACT Team, Victoria
 - Pandora ACT Team, Victoria
 - Downtown ACT Team, Victoria
 - Seven Oaks ACT Team, Victoria
 - Nanaimo ACT Team, Nanaimo
 - Port Alberni ACT Team, Port Alberni

Campbell River ACT Team, Campbell River

Cowichan Valley ACT Team, Duncan

VIHA, herein, referred to as Regional ACT Teams, the Victoria Police Department, the Saanich Police Department, the Ministry of Social Development and Social Innovation, and the Ministry of Justice as represented by Corrections Branch are public bodies as defined in FIPPA;

- C. The Royal Canadian Mounted Police (RCMP) is a Government Institution as defined in the *Privacy Act*;
- D. Parties are separate legal entities and as such will be creating records pursuant to the Program in information systems that are in their Custody and Control;
- E. Regional ACT Teams have jointly established the Program as a part of the integrated delivery of mental health and substance use services to those who are homeless, formerly institutionalized, and/or are seriously, severely, persistently mentally ill, with or without a substance use disorder;
- F. A necessary component of the Program is the sharing of Personal Information between the Regional ACT Teams and Approved Parties for the effective delivery of mental health and substance use services; and
- G. The Approved Parties and VIHA wish to enter into this agreement to confirm their respective rights and obligations relating to the exchange of information pursuant to the Program.

NOW THEREFORE this Agreement witnesses as follows:

1. PURPOSE

The purpose of this Agreement is to document the terms and conditions of the collection, use, and disclosure of Personal Information between the Parties for the purposes identified in Schedule A in compliance with FIPPA, the *Privacy Act*, and other applicable laws.

2. DEFINITIONS

In this Agreement, including the appendices, the following terms will have the following respective meanings:

- (a) **"Access Privileges"** means the ability of Regional ACT Member Organizations to collect Personal Information pertaining to Regional ACT Organizations' Patients or Clients for the purposes of the Regional ACT Program, as more particularly described in Schedule A of this Agreement;
- (b) **"Agreement"** means this information sharing agreement and includes the schedules in this Agreement;
- (c) **"Applicable Laws"** means all statutes, ordinances, regulations, judgments and orders applicable to any person, property or event relating to this Agreement, and, whether or not having the force of law, all official directives, rules, consents, approvals, standards, procedures or guidelines of any governmental authority having or purporting to have authority over a Party to this Agreement;
- (d) **"Business Information"** means information about the administration and operation of the Regional ACT Program or individual ACT Program Member Organizations which is not Personal Information;
- (e) **"Confidential Information"** means all data or information of any kind whatsoever contained in a Regional ACT Program Report (including without limitation, technical, financial and business

information, models, reports, plans, projections, analysis, comparisons and studies) which is confidential in nature or which is specifically designated as confidential by a Regional ACT Program Member Organization, but does not include:

- (i) Information which is or becomes available in the public domain through no act of the Regional ACT Program Member Organizations;
 - (ii) Information which has been received by the Regional ACT Program Member Organizations on a non-confidential basis from a third party without breach of this Agreement, where the Regional ACT Program Member Organization has no reason to believe that such third party is bound by any confidentiality obligation to any other Program Member Organization;
 - (iii) Information which was already known by the Regional ACT Program Member Organization without any obligation of confidence prior to disclosure in a Regional ACT Report; or,
 - (iv) Information which was developed independently of the Regional ACT Program Member Organization, without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated.
- (f) **"Control"**, with respect to Data, means the power or authority and accountability, to manage the Data throughout its life cycle, including restricting, regulating and administering its use or disclosure in accordance with applicable legislation. Where the Data in a record directly relates to more than one Person, more than one Person may have control of the record;
- (g) **"Custody"**, with respect to Data, means having physical or logical possession of a record, even though the possessor does not necessarily have responsibility for the record. Physical or logical possession may include responsibility for access, managing, maintaining, preserving, disposing, and providing security;
- (h) **"Data"** means Personal Information, Business Information and/or Confidential Information about ACT clients;
- (i) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 as amended or replaced from time to time;
- (j) **"Personal Health Information"** means demographic information, medical history, test and laboratory results, insurance information and other data that is collected by a health care professional to identify an individual and determine what type of care that individual should receive;
- (k) **"Personnel"** means the officers, directors, employees, contractors, agents and representatives of VIHA and Approved Parties;
- (l) **"Personal Information"** has the meanings set out in FIPPA and the *Privacy Act*, in the manner each law applies to public bodies and government institutions;
- (m) **"Policies"** means those policies of VIHA applicable to (i) the Program, (ii) any exercise of the Access Rights to Program Information by any Regional ACT Program Member Organization, or (iii) any use of the Personal Health Information, Personal Information and other confidential or business information obtained by any Regional ACT Program Member Organization from the Regional ACT Program, as the same may be amended or supplemented from time to time;
- (n) **"Privacy Act"** means the *Privacy Act*, R.S.C. 1985, c. P-21 as amended or replaced from time to time;

- (o) **"Program"** means the Regional ACT program more particularly described in Schedule A of this Agreement;
- (p) **"Program Records"** means recorded information that is created pursuant to carrying out Program services;
- (q) **"Public Body"** has the meanings set out in FIPPA and includes a ministry of the government of British Columbia, an agency, board, commission, corporation, office or other body designated in, or added by regulation to, Schedule 2, or a local public body;
- (r) **"Regional ACT Program Patient or Client"** means a patient or client who has received or may be receiving health care or other services from a Regional ACT Program Member Organization and about whom the Program Member Organization has records;
- (s) **"Regional ACT Reports"** means the standard reports generated by Regional ACT Program Member Organizations more particularly described in Schedule B of this Agreement.

3. **SCHEDULES**

The following schedules are incorporated into and form part of this Agreement:

Schedule A – Services, Program Particulars & Information Sharing Details

Schedule B – Governance Structure, Accountability Process, Regional ACT Reporting

Schedule C – Data Fields Collected, Used and Disclosed by the Regional ACT Teams

4. **COMPLIANCE WITH APPLICABLE LAWS**

The Parties will comply with FIPPA and/or the *Privacy Act* to the extent that such legislation applies to the respective Parties while performing their obligations and exercising their rights under this Agreement. The Parties acknowledge that they are familiar with the sections of FIPPA and the *Privacy Act* that govern the collection, use and/or disclosure of Personal Information in their respective environments.

5. **CUSTODY, CONTROL, COLLECTION, USE AND DISCLOSURE OF INFORMATION**

5.1 Custody and Control of Information

Each Party will retain Custody and Control of records that they create pursuant to the delivery of Program services.

5.2 Authority for Collection, Use, and Disclosure of Personal Information

The Parties will ensure that all Personal Information received or collected in connection with the Program will be collected, used and disclosed only for purposes of providing Program services as outlined in Schedule A of this Agreement, consistent with FIPPA and the *Privacy Act* to the extent that such legislation applies to each Party.

5.2.1 Authority for Collection of Personal Information

With respect to the collection of Personal or Confidential Information pursuant to the Program:

- (a) Section 26(c) of FIPPA authorizes all public bodies (Ministries of Justice, Corrections Branch and Social Development and Social Innovation, Victoria Police Department, Saanich Police Department, and VIHA) to collect the Personal Information to be provided under this Agreement;

- (b) The RCMP detachments confirm that they have and will, at all times, have the authority to collect such information under the *Privacy Act*;
- (c) Section 27(1)(a)(i) of FIPPA and section 5 of the *Privacy Act* authorize the indirect collection of the Personal Information as consented to by the Regional ACT Program client.

5.2.2 Use and Disclosure of Personal Information

With respect to the use and disclosure of Personal or Confidential Information pursuant to the Program:

- (a) The RCMP detachments confirm that they have and will, at all times, have the authority to use and disclose Personal Information for the purposes of providing Program services, consistent with the *Privacy Act*;
- (b) Section 33.1(1)(b) of FIPPA authorizes all involved public bodies to disclose Personal Information to another Party in the context of the Program as consented by the Regional ACT Program client;
- (c) Section 33.2(a) of FIPPA authorizes all involved public bodies to disclose information to another Party in the context of the Program for the purpose of the integrated case management of the Regional ACT Program client;
- (d) Section 33.2(i) of FIPPA authorizes all involved public bodies to disclose Personal Information to another Party in the context of a law enforcement matter.

6. PERSONAL INFORMATION

Under this Agreement, Biographical, Criminal, Medical, Case Management and Financial Information including assistance and support may be shared between Parties. The Data Fields Collected, Used and Disclosed by the Regional ACT Teams are more particularly described in Schedule C of this Agreement.

7. TERM OF AGREEMENT, RENEWAL AND TERMINATION OF AGREEMENT

- (a) The term of this Agreement will commence on the Effective Date and shall continue for the period of five (5) years from that date unless sooner terminated or renewed by mutual written agreement of the Parties;
- (b) This Agreement may be renewed for an additional term of up to five years upon the written agreement of the Parties;
- (c) The Parties may terminate this Agreement at any time upon mutual written agreement;
- (d) A Regional ACT Team or an Approved Party can modify this Agreement and its terms at any time by 180 days written notice to VIHA. The modification becomes effective when all Parties have agreed to the modification in writing; and
- (e) This Agreement may be terminated at any time by Regional ACT teams or an Approved Party if one Party fails to meet its obligations under this Agreement.

8. REQUESTS FOR INFORMATION

- (a) Requests for records under FIPPA that is in the Custody and Control of VIHA will be managed in accordance with VIHA organizational policy, consistent with FIPPA;

- (b) All Approved Parties will ensure that requests for records in their Custody and Control are managed in accordance with the applicable legislation.

9. PRIVACY, SECURITY and CONFIDENTIALITY

- (a) Each Party will make reasonable arrangements to maintain the privacy, security and confidentiality of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal;
- (b) Each Party will implement this Agreement in conformity with its respective government's Information Security Policy;
- (c) Each Party will advise the other Parties immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:
 - i. the privacy of individuals;
 - ii. the security of any computer system in its custody that is used to access the Personal Information.
- (d) The Parties acknowledge and agree to take all reasonable steps to ensure that user access to Personal Information under this Agreement will be provided on a need-to-know basis in connection with that person's particular role or function;
- (e) Each Party will report to the other Parties the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates;
- (f) Subject to applicable law, each of the Regional ACT Program Member Organizations and Approved Parties shall advise the others immediately in writing, and provide full particulars, of any circumstances, incidents or events giving rise to a reasonable suspicion that:
 - i. a breach or potential breach by it of this Agreement, FIPPA or other applicable legislation has occurred or there is a reasonable risk of such a breach occurring;
 - ii. any use of its access privileges not authorized by this Agreement has occurred or may occur which impacts, or may impact, upon an individual's privacy rights under FIPPA, the *Privacy Act* or other applicable legislation; or
 - iii. the security of any computer or other information management system in its Custody or Control that is used to access or store Program information has been or may be breached or compromised.
- (g) Each of the Regional ACT Program Member Organizations or Approved Parties shall promptly investigate, at its own expense, any report or other fact or circumstance giving rise to a reasonable suspicion that any of the following events or incidents may have occurred or could reasonably be expected to occur:
 - i. any circumstance or incident listed in subsection 10(b) below which may have been wholly or partially caused by acts or omissions of it or any of its Personnel; and

- ii. any use or disclosure of Personal Information obtained contrary to this Agreement, FIPPA, the *Privacy Act* or other applicable legislation, whether by it or its Personnel or any third party.
- (h) Upon the completion of its investigation, any Regional ACT Program Member Organization or Approved Party shall provide the other Parties with a report, which includes the results of such investigation, and outlines the steps taken by it to rectify the problem or potential problem and prevent future occurrences.

10. COMPLIANCE MONITORING AND INVESTIGATIONS

- (a) The Parties acknowledge that they are subject to their own internal audit procedures (including privacy and security reviews) to ensure compliance with their respective goals and mandates, including compliance with this Agreement;
- (b) Each Party will investigate all reported cases of:
 - i. unauthorized access to or modification of the Personal Information in its custody;
 - ii. unauthorized use of the Personal Information in its custody;
 - iii. unauthorized disclosure of the Personal Information in its custody; and
 - iv. breaches of privacy or security with respect to the Personal Information in its custody or with respect to any computer system in its custody that is used to access the Personal Information.
- (c) Each Party will report to the other Parties the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal information or computer systems, or the privacy of individuals to whom the Personal Information relates;
- (d) The Party, as part of the investigation, will follow their own policy for the reporting of information incidents and will make every effort to retrieve and contain all Personal Information involved in the unauthorized activity to minimize the potential of harm to any affected individual; and
- (e) The Parties will reasonably cooperate with each other in the investigation and resolution of Privacy or Security Incidents.

11. RETENTION & DISPOSAL OF INFORMATION

All Parties acknowledge that Personal Information in their Custody and Control will be retained only as long as necessary for carrying out their case management duties of the client. In addition, all Personal Information and Confidential Information will be retained and disposed in accordance with FIPPA and/or the *Privacy Act* and other applicable legislation to the extent that such legislation applies to the Parties, or to the Data.

12. PERSONNEL

Each Party shall supervise and be responsible for the conduct of its respective Personnel in collecting, using and disclosing Personal and Confidential Information under this Agreement.

13. ACCURACY

The Parties will make reasonable efforts to ensure that the Personal Information provided to another Party under this Agreement is accurate, complete and up-to-date. However, the Parties make no representations or warranties regarding the accuracy or completeness of the Personal Information provided under this Agreement.

14. DISPUTE RESOLUTION

- (a) In the event that any dispute, claim, question or difference (a "**Dispute**") arises with respect to this Agreement or its interpretation, performance, breach or termination, such Dispute will be resolved in accordance with this Section 14.
- (b) All Disputes will be referred initially to the Regional ACT Member Organization Steering Committee for an amicable discussion and settlement negotiation. If the Dispute cannot be resolved within thirty (30) days, the matter will be referred to appropriate senior officers of the Parties who will attempt to resolve the Dispute within an additional 60 days or such longer period as the Parties agree.
- (c) If the Approved Parties to the Dispute are unable to reach a resolution in accordance with subsection 14(b), the Dispute may, in the discretion of any Party to the Dispute, be referred to and finally settled by the Chief Executive Officers of the Parties.
- (d) While attempts are being made to resolve a Dispute, the Parties will continue to perform all obligations under this Agreement with due diligence and will continue to comply with all terms of this Agreement.
- (e) Each Party will be responsible for all costs incurred by it in resolving any Dispute under this Section 14. In particular, the Ministerial Directive on RCMP Agreements (Solicitor General of Canada, 2002) requires all RCMP agreements to have an annual review, audit and evaluation clause.

15. MANNER OF NOTICE

Any notice, document, statement, report, or demand that any Party may desire or be required to give or deliver to another Party pursuant to this Agreement shall be in writing, and shall be given or delivered:

- (a) by personal delivery or mailing in British Columbia with postage prepaid, to the following addresses:

- to the Regional ACT Programs:

VICOT, 941 Pandora Avenue, Victoria BC V8V 3P4

Pandora ACT Team, 941 Pandora Avenue, Victoria BC V8V 3P4

Downtown ACT Team, 941 Pandora Avenue, Victoria BC V8V 3P4

Seven Oaks ACT Team, 4575 Blenkinsop Road, Victoria BC V8X 2C7

Nanaimo ACT Team, 526 Wentworth Street, Nanaimo BC V9R 3E4

Port Alberni ACT Team, #201-4152 Redford Street, Port Alberni BC V9Y 3R5

Campbell River ACT Team, 761-12th Avenue, Campbell River BC V9W 7E1

Cowichan Valley ACT, 3088 Gibbins Road, Duncan BC V9L 1E8

- to Approved Parties:

Victoria Police Department, 850 Caledonia Avenue, Victoria BC V8T 5J8

Saanich Police Department, 760 Vernon Avenue, Victoria BC V8X 2W6

RCMP Nanaimo Detachment, 18 Victoria Crescent, Nanaimo BC V9R 5B8

RCMP Port Alberni Detachment, Suite 9, 4444 Morton Street, Port Alberni BC
V9Y 4M8

RCMP Campbell River Detachment, 275 S Dogwood Street, Campbell River BC
V9W 8C8

RCMP North Cowichan-Duncan Detachment, 3-149 Canada Avenue, Duncan BC
V9L 1T4

Ministry of Social Development and Social Innovation, 908 Pandora Avenue,
Victoria BC V8V 3P3

Ministry of Justice, Corrections Branch, 7th floor, 1001 Douglas Street, Victoria BC
V8W 9J1

- to **VIHA**, 6th Floor, RM 651, 2234 Trent Street, Victoria BC, V8R 1J8

or

(b) by facsimile transmission to the Parties indicated in this Section 15(a).

16. DEEMED RECEIPT

Any notice, document, statement, report, or demand delivered by mail in British Columbia and correctly addressed to the Party to whom it is sent shall be deemed given to and received by that Party on the third business day after it is mailed, except in the event of disruption of postal services in British Columbia in which case it shall be deemed given to and received by that Party when it is actually delivered. Any notice, document, statement, report, or demand delivered by facsimile transmission shall be deemed given to and received by a Party when transmitted "OK" to the facsimile number provided by that Party.

17. NO ASSIGNMENT

No Party may assign or sublicense its rights under this Agreement without the prior written consent of the other Parties, except to the extent that such assignment may be legally required in connection with a general restructuring of the Regional ACT Program arising in connection with a systemic restructuring of health care delivery in British Columbia.

18. ENTIRE AGREEMENT

The provisions of this Agreement constitute the entire agreement between the Parties and supersede any prior agreements, letters of intent or understanding, whether written or oral, between the Parties with respect to the matters contemplated by this Agreement. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the Parties with respect to this Agreement except as provided in this Agreement. This Agreement may be amended, changed or modified in accordance with Sections 7 and 20 of this Agreement.

19. FURTHER ASSURANCES

The Parties shall do and execute such further documents or things as may be necessary or desirable in connection with this Agreement. In particular, the Ministerial Directive on RCMP Agreements (Solicitor General of Canada, 2002) requires all RCMP agreements to have an amending clause, where participants can agree to amend the agreement by exchange of letters with signatures from all participants.

20. GOVERNING LAW

This Agreement shall be governed by the applicable laws of the Province of British Columbia and Canada.

21. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

22. SCHEDULES

The Schedules to this Agreement are part of this Agreement. If there is a conflict between a provision in the Schedules and any provision of this Agreement, the provision in the Schedules is inoperative to the extent of the conflict, unless the Schedules state that it operates despite a conflicting provision of this Agreement.

23. LEGAL RELATIONSHIP

No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of any of the Parties under this Agreement.

24. INDEPENDENT LEGAL ADVICE

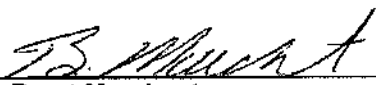
Each Party acknowledges having been advised to and having had the opportunity to obtain independent legal advice in respect of this Agreement.

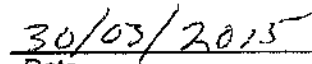
25. GOOD FAITH

This Agreement reflects the good faith and spirit of cooperation of the Parties but is not legally binding on the Parties.

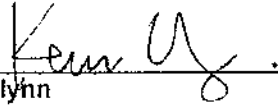
IN WITNESS WHEREOF the Parties have executed this Agreement.

Signed on behalf of BC Corrections:

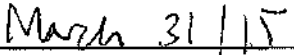

Brent Merchant
Assistant Deputy Minister
Corrections Branch
Ministry of Justice


Date

Signed on behalf of VIHA:



Keva Glynn
Director, Strategic and Tertiary



Date

Signed on behalf of the Royal Canadian Mounted Police:

Craig J. Callens
Deputy Commissioner and
Commanding Officer, "E" Division

Date

Signed on behalf of Saanich Police Department:

(Authorized representative)

Date

Signed on behalf of Victoria Police Department:

(Authorized representative)

Date

Signed on behalf of Ministry of Social Development and Social Innovation:

(Authorized representative)

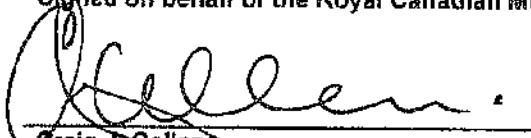
Date

Signed on behalf of VIHA:

Keva Glynn
Director, Strategic and Tertiary

Date

Signed on behalf of the Royal Canadian Mounted Police:



Craig J. Gallens
Deputy Commissioner and
Commanding Officer, "E" Division

2015.04.21

Date

Signed on behalf of Saanich Police Department:

(Authorized representative)

Date

Signed on behalf of Victoria Police Department:

(Authorized representative)

Date

Signed on behalf of Ministry of Social Development and Social Innovation:

(Authorized representative)

Date

Signed on behalf of VIHA:

Keva Glynn
Director, Strategic and Tertiary


Date

Signed on behalf of the Royal Canadian Mounted Police:

Craig J. Callens
Deputy Commissioner and
Commanding Officer, "E" Division

Date

Signed on behalf of Saanich Police Department:



(Authorized representative) ROBERT A. DOWDIE
CHIEF CONSTABLE

March 30, 2015
Date

Signed on behalf of Victoria Police Department:

(Authorized representative)

Date

Signed on behalf of Ministry of Social Development and Social Innovation:

(Authorized representative)

Date

Signed on behalf of VIHA:

Keva Glynn
Director, Strategic and Tertiary

Date

Signed on behalf of the Royal Canadian Mounted Police:

Craig J. Callens
Deputy Commissioner and
Commanding Officer, "E" Division

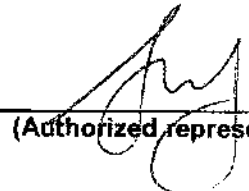
Date

Signed on behalf of Saanich Police Department:

(Authorized representative)

Date

Signed on behalf of Victoria Police Department:

 DEPUTY CHIEF S. ING
(Authorized representative)

2015-04-17
Date

Signed on behalf of Ministry of Social Development and Social Innovation:

(Authorized representative)

Date

Signed on behalf of VIHA:

Keva Glynn
Director, Strategic and Tertiary

Date

Signed on behalf of the Royal Canadian Mounted Police:

Craig J. Callens
Deputy Commissioner and
Commanding Officer, "E" Division

Date

Signed on behalf of Saanich Police Department:

(Authorized representative)

Date

Signed on behalf of Victoria Police Department:

(Authorized representative)

Date

Signed on behalf of Ministry of Social Development and Social Innovation:

(Authorized representative)

Date April 24/15

SCHEDULE A

Services, Program Particulars & Information Sharing Details

Program Purpose:

VIHA sponsored Assertive Community Treatment (ACT) teams have provided intensive community treatment and support to clients with serious mental illness, homelessness and substance use disorders in Victoria and Nanaimo since 2008. Once consent is obtained from the client, the Regional ACT Programs offer integrated and client-centred intensive case management, delivering assertive community treatment, mental health and substance use services, crime prevention services, and financial and housing supports to those with severe and persistent mental illness and/or substance use disorders. Regional ACT Programs are attached to individual clients as they move through the Program at any given stage as part of the assertive community treatment.

The Regional ACT Programs provides community services to clients referred to them by a variety of sources. The Regional ACT Programs work with multiple stakeholders, as represented by the Approved Parties, and with the client to deliver the program. Regional ACT Programs are responsible for delivering health services, including stable housing, harm reduction approaches, and rehabilitation services.

Through its cross-organizational and integrated composition, Regional ACT Programs work to provide an optimally coordinated response to the complex array of issues that are endemic among those with severe and persistent mental illness and/or substance use, who are also difficult-to-house homeless persons and are resistant to care.

Services:

The objectives of the Regional ACT Programs include providing integrated, client-centered service delivery to mentally disordered, drug addicted and/or concurrently disordered individuals through the delivery of:

- Outreach mental health and substance use services,
- Primary care services,
- Case management, and
- Legal, financial and housing support services.

The overarching goal of the Regional ACT Programs is to provide client-centered, tertiary-level services in the community. To that end, information sharing will take place with Approved Parties to provide services related directly to:

- Substance use, physical and mental health services,
- Access to and retention of mental health services,
- Access to and retention of housing,
- Access to financial support,
- Prevention related to offending and incarceration,
- Removal of barriers that are or can be an impediment to improving self-worth including reducing the lack of belief and hope in the personal power to change, and,
- Preventing criminal behavior and public disturbances and reducing other public safety-related issues.

Information Sharing Details:

Joint responsibility extends to ensure quality care and sustainability in support of service planning and integrated care and support. Through the integrated efforts of the Regional ACT Programs common goals have emerged, among them ways to collaborate with law enforcement agencies and other stakeholders, to plan, manage and deliver appropriate and needed services to this complex and challenging client population. In order to effectively meet Regional ACT Program requirements, sharing of specific and limited Personal Information between the Regional ACT Members and Approved Parties must take in place.

Limited and necessary Personal Information will be shared between Regional ACT Programs and Approved Parties to enable to delivery of services as outlined in this Schedule A. Such information sharing will be conducted verbally unless circumstances necessitate the exchange of recorded information. In such cases Parties will ensure that the disclosure of written information is conducted in accordance with this Agreement, applicable Policies and legislation.

SCHEDULE B

Governance Structure, Accountability Process and Regional ACT Program Reporting

Governance Structure:

The Regional ACT program is accountable to VIHA Health Regional ACT Program Reporting.

Accountability Process:

This Information Sharing Agreement will assume Regional ACT Program adherence to the BC ACT Standards and the Provincial ACT Evaluation Framework in the delivery of the Regional ACT Program with VIHA Health accountability. Service monitoring will continue to be addressed at Mental Health and Substance Use (MHSU) Executive Steering Committees, the Integrated Primary and Community Care Operational Advisory Group, the MHSU Co-Managers Group and the MHSU Quality Council. Each Regional ACT Member Organization will report out only on program progress (no client information) at their Community Advisory Boards for each Regional ACT Program Member Organization.

VIHA Health MHSU evaluates its own ACT programs which is a Quality Improvement initiative used to drive program improvement. Evaluation is carried out consistent with Program and VIHA Policies.

Disclosure to the Ministry of Health:

The Ministry of Health requires regular submission of information from all ACT teams in BC as part of evaluation and related to provincial ACT Standards. The British Columbia Program Standards for ACT Teams, published in 2008, provides baseline standards for program operations and establishes that ACT data falls under the purview of the Mental Health and Addictions Minimum Reporting Requirements (MRR).

To this end, select information is disclosed by Regional ACT Programs to the Ministry of Health on a quarterly basis in compliance with VIHA and Program Policy, FIPPA and other applicable legislation. Data disclosed to the Ministry of Health includes:

- Provincial Health Number (PHN)
- ACT admission / discharge date
- Living arrangement at time of admission
- Reason for discharge from the Program
- Attachment to Family Physician (Yes/No)
- Care Managed by Nurse Practitioner (Yes/No)
- Housing/Living arrangement status
- ER Visits/General reason for visit

Regional ACT Reports include:

- Minimum Reporting Requirements (MRR) for MHSU reporting requirements
- Ministry of Health, Integrated Primary and Community Care Initiative (de-identified) Period and Quarterly Reporting

SCHEDULE C

Data Elements Collected, Used and Disclosed by the Regional ACT Teams

Subject to the terms and conditions of this Agreement, the Regional ACT Programs will collect, use and disclose Personal Information about ACT Clients for the purpose of carrying out Program services as more particularly set out in Schedule A of this Agreement.

Data collected and used by the Regional ACT Programs in order to deliver Program services as outlined in Schedule A of this Agreement may include, but is not limited, to the following:

- Demographic/Contact information [name, date of birth, PHN/MRN, address, phone number, SIN (only required if providing relevant financial services), marital status, aboriginal identity, gender]
- VIHA Encounter Information (Type of care received, length of stay, etc.)
- Health/Safety Concerns (risk of violence to self or others)
- Mental Health/Substance Abuse Issues (history/current)
- Pertinent Health History
- Diagnostic Classifications (e.g. anxiety, dementia, etc.)
- Medication Use (history/current)
- History of Substance Use
- Mental State Indicators (Depression, Delusions, etc.)
- Cognitive Status
- Presence of Intellectual Disability
- Educational/Employment History
- Housing Information (Current housing situation, household composition, etc.)
- History of Police Encounters
- Involvement with the Criminal Justice System
- Treatment History with the ACT Program (reasons for previous discharge, etc.)
- Support Requirements
- Current formal and other supports (e.g. Family physician, case manager, etc.)
- Relevant Progress Documentation
- Housing, Police, Corrections and Probation Encounters
- Referral Information

Memorandum of Understanding ("MOU")

Effective Date: May 03, 2013

Between: The Ministry of Justice ("MOJ")
And:
The Ministry of Social Development ("MSD")
And:
The Ministry of Health ("MOH")
(Together the "Parties")

Background

The Inter-Ministry research database was established in 2006 in order to conduct research into the effectiveness of their programs and services which have clients in common, and to facilitate integrated planning, delivery and evaluation of these services.

The Inter-Ministry research database is being refreshed to enable the completion of the evaluation of the following Projects:

1. The Vancouver Community Court
2. The Vancouver Drug Treatment Court
3. The Prolific Offenders Pilot Project
4. The Vancouver Intensive Supervision Unit
5. Substance Use, Mental Disorders, and the Justice System: Improving Resource Efficiency and Outcomes

Purpose of this MOU

The purpose of this MoU is to document the data linkage strategy and transmission used to support the Inter-Ministry research database at SFU that contains anonymized data provided by the Parties.

This MOU documents the data linkage and transmission between the above Parties only. Data transmission between the respective Ministries and SFU is covered under separate agreement.

Legal Authorities

- a) The Parties have the authority under FIPPA s. 26(c), s. 26(e) and s. 27(1)(b) to collect the Data from the public bodies in support of the project(s);
- b) The Parties have the authority under FIPPA s. 32(c) and s. 32(b) to use the Data in support of the project(s);
- c) The Parties have the authority to disclose the Data under FIPPA s. 33.1(1)(s), s.33.2(c), 33.2(1) and 35(1) to the public bodies in support of the project(s).

Data Security

All Data transfer is by Secure File Transfer Protocol (SFTP).
The Data is encrypted AES 256 bit at-rest.

Termination Date

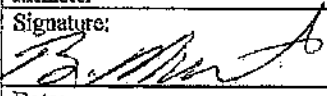
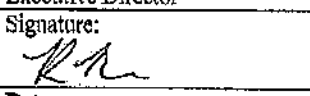
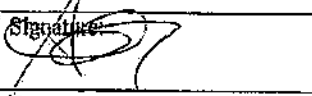
This MOU terminates **March 31, 2016**. The Parties shall destroy the crosswalks and any corresponding Data upon completion of the project, and certainly no later than **March 31, 2016**.

Linkage Strategy

The linkage strategy will occur per the following steps:

- 1) The Personal Information that will be exchanged between the parties consists of:
 - a) Name (first, middle, third, last);
 - b) Known aliases;
 - c) Date of birth;
 - d) Personal Health Number ("PHN"); and
 - e) Gender.
- 2) The process for exchange of Personal Information between the Parties will be as follows:
 - a) MOJ sends MOH the information set out in section 1 (a), (b), (c), (d), and (e), on a cohort of corrections clients they have identified based on their own criteria, along with Study Identification Numbers ("MOJ Study IDs") assigned for each of the clients.
 - b) MOH matches these clients with clients it serves, by PHN, based on a 12-step matching algorithm.
 - c) MOH sends the MOJ Study IDs of these clients, along with client information, to SFU, for incorporation into the Inter-Ministry database. No names or other identifiers are disclosed. (This disclosure is covered under separate Information Sharing Agreements).
 - d) MOH sends MSD the same list of MOJ Study IDs in subsection (c), above, along with the PHNs of the clients associated with those MOJ Study IDs.
 - e) MSD uses the PHNs sent by MOH to match with PHNs of their own clients.
 - f) MSD sends the MOJ Study IDs of their clients, along with the client information to SFU, for incorporation into the Inter-Ministry database. No names or other identifiers are disclosed. (This disclosure is covered under separate Information Sharing Agreements).

Signatures

The Ministry of Justice, Brent Merchant, Assistant Deputy Minister	The Ministry of Social Development, Robert Bruce, Executive Director	The Ministry of Health, Shirley Wong, A/Executive Director
Signature: 	Signature: 	Signature: 
Date: May 14/2013	Date: May 14/2013	Date: May 15 2013

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF JUSTICE

BRITISH COLUMBIA CORRECTIONS

ADULT CUSTODY DIVISION



AND

VANCOUVER ISLAND HEALTH AUTHORITY



EFFECTIVE DATES: Two Year Term from date of signing

This MOU was drafted on October 2014

BETWEEN

British Columbia Corrections
as represented by Peter Coulson,
Provincial Director, Adult Custody Division, BC Corrections

Hereinafter referred to as "BCC"

AND

Vancouver Island Health Authority,
as represented James Hanson

Hereinafter referred to as "Island Health"

PURPOSE

To outline the security requirements governing the escorting and safe control of inmates, by BCC to, and within, Island Health facilities.

INTENT

To ensure the safety of staff, patients and the public when inmates, in the legal custody of BCC, are escorted to Island Health facilities for the purposes of receiving healthcare services or for other authorized purposes such as visiting a patient.

DEFINITIONS

For the purposes of this document, the following definitions apply:

Inmate - a person who is in custody of BCC as a result of being remanded, sentenced, or committed, or any combination thereof.

Security Escort - Escort / hospitalization – when an inmate in the custody of BCC.

Restraint Equipment - an approved device (handcuffs, leg irons, belly chains), intended to temporarily restrict or limit free movement.

Protection Services - the corporate security department of Island Health.

Security Personnel - the contracted security provider(s) to Island Health.

Health Care Provider - all direct and indirect professionals and clinically related support personnel providing health care services to a client and/or population.

An escort risk assessment - the process of identifying, gathering, and assessing intelligence for the purposes of determining the risk level and the implementation of appropriate mitigation strategies for the safe management of an inmate in the hospital's environment. The escort risk assessment is a documented and evidence based process that should be done proactively. Security precautions for an off-site escort are based on assessment of the risk that an inmate presents to the community, the public, escort staff and other personnel connected with the inmate's escort.

Unescorted - An inmate who is not being directly supervised.

Related Policies

Island Health

Transporting Clients Policy 9.2.5P

B.C. Corrections

Adult Custody Escort Policy

PROCEDURES

1. The procedures described in this document reflect security requirements for the safe control of inmates and do not alleviate or change in any way the requirement for BCC health care providers to make the necessary contact and exchange of information related to treatment with Island Health clinical personnel.
2. Island Health recognize the expertise and legal right of BCC to make decisions around risk assessments and the designation of the risk level of inmates which will dictate the level of security escort. This principle extends to the use of security equipment and/or restraint equipment.
3. The number of BCC escort officers accompanying an inmate will be determined on the basis of an escort risk assessment completed by BCC. s.15
4. When designated police/law-enforcement parking is not available, BCC officers will be responsible for their own parking. BCC is responsible for the transport of inmates to / from Island Health.
5. Escort officers will be in uniform and will have an identification card that indicates they are employees of BCC.
6. Escort officers will provide continual direct supervision of inmates. s.15
7. Island Health staff, or personnel provided by contract to Island Health, such as security personnel, will not assume any responsibilities for BCC officers or inmates at any time. s.15
8. Restraints s.15
9. When multiple restraints are used s.15

10. Any visitors for the inmate while at the hospital will be approved by BCC in accordance with BCC policy. Inmates are not permitted to receive anything directly from a visitor. s.15
11. Any telephone privileges for the inmate must be approved by BCC.
12. Any non-treatment related queries by an inmate, made to health care provider staff, will be referred back to the on-site BCC officers.
13. All incoming and outgoing mail relating to an inmate must pass through the Correctional Centre.
14. Inmates admitted to an Island Health facility will be admitted to a private room wherever practical. s.15
15. Inmates will wear the Island Health issue pajamas and/or gowns.
16. Island Health staff will remove all sharps and sharps containers from the inmate's room/treatment area as soon as reasonably possible. s.15
17. Escort officers may require Island Health staff to provide them with identification prior to entering an inmate's room.
18. The Island Health staff will immediately report any unusual or serious incidents or concerns involving the security of an inmate or concerns about an escort officer's conduct to the Island Health Protection Services department, who will forward that information to the Shift Supervisor/Person in Charge of the Correctional Centre.
19. Once an incident has been reported by an Island Health staff, he or she will complete a written report for the Island Health Protection Services and Administration who will fax the report to the warden to the Correctional Centre
20. The BCC escort staff will immediately report any unusual or serious incidents or concerns involving the security of an inmate or concerns about an Island Health staff's conduct to the Island Health Protection Services department and to the Shift Supervisor/Person in Charge of the Correctional Centre. The Island Health Protection Services department will direct the complaint to the Island Health Patient Care Quality Office to formal review.
21. Non-compliance with Island Health facilities' rules by an inmate may result in the inmate's discharge from the hospital and immediate return to the Correctional Centre.
22. Island Health facilities and each BCC facility will designate a point of contact to facilitate communication and resolve MOU breach and/or conduct issues.
23. Joint training exercises and/or education are mutually beneficial to both the BCC and Island Health. Training and/or education will take place on an annual basis, time resource availability permitting.

24. Refer to attached appendices for procedure, contact list and other applicable information.
25. The use of OC spray is highly discouraged in all Island Health environments.

Information Sharing

1. Where possible, prior to an inmate being transferred to any Island Health hospital from a Correctional Centre, BCC will contact the hospital switchboard and ask to be transfer to the appropriate hospital department to provide the following information to the Island Health healthcare staff:
 - Name of inmate;
 - Correctional Centre transporting the inmate;
 - Estimated time and date of arrival; and
 - Any other relevant information that could have an impact on the security of the escort
2. Prior to an inmate being transferred to the Island Health facility from the Correctional Centre, the shift supervisor or designate at the Correctional Centre will complete a "Transfer s.15 form s.15 s.15
3. The form will be kept on file with Protection Service and a copy will be kept at the Correctional Centre.
4. In cases of high profile inmates or high risk escorts, s.15 s.15
5. In cases of emergency or high profile or high risk situation, s.15 s.15
6. The inmate will be admitted in the hospital registration system s.15 s.15
7. BCC Escort officers and BCC healthcare staff are responsible for knowing the room number of inmates being treated. The information will be provided by the Island Health staff.
8. BCC healthcare staff and the Island Health nursing staff will share information as required to manage the medical needs of the inmate. Prognostic and behaviour management information will be provided to Correctional staff.
9. BCC healthcare staff are required to keep daily records on their inmates. Therefore, when an inmate is admitted to an Island Health inpatient unit, the Correctional Centre's nurses will request to speak with the CNL/Clinical Coordinator/Charge nurse of the appropriate unit to receive updates on the inmate. If unable to reach the CNL/Clinical Coordinator/Charge Nurse, the Correctional Centre's nurses will request to speak with the manager for updates.

10. On discharge of an inmate, Island Health staff will provide the most recent test results of lab, x-ray, CT scan or MRI (or copies) will be provided to BCC healthcare staff for their records.
11. Island Health nursing staff requiring information about inmates other than medical information will direct their queries to the Island Health Protection Services rather than the Correctional staff. - The Island Health Protection Services will obtain any non-medical information required from the BCC shift supervisor/person in charge and in turn will advise the hospital's nursing staff as necessary.
12. Information concerning an inmate's criminal records or status is confidential and is not required for the provision of patient care. This information will not be shared with Island Health staff.
13. Any medical documentation or information going from Island Health to the Correctional Centre concerning the inmate must be in a sealed envelope marked as confidential and addressed to the Correctional Centre's Health Care department.
14. Island Health staff are discouraged from sharing personal information about themselves or their families with an inmate.

Discharge

1. The BCC shift supervisor/person in charge will be notified of any planned movements involving the inmate by the BCC escort officers. Inmates that are discharged as patients are not discharged from BCC custody. The Correctional Centre is responsible for making all arrangements for the inmate's return to the Correctional Centre.
2. When an inmate is scheduled for discharge from custody or released unexpectedly during his/her hospital stay, BCC shall advise the hospital. This will result in withdrawal of the escort officers. As BCC has no further legal authority to remain involved in this instance, the Island Health Protection Services will communicate this to the nursing staff prior to the escort officers' departure.
3. The discharging physician is responsible for notifying the Correctional Centre's physician or health care staff of any discharge orders or follow-up requirements for an inmate.

Temporary Absences (T/A)

- A. Where an inmate is granted an unescorted T/A while in the hospital, the Correctional Centre will communicate this information to the Island Health Protection Services and provide them and the offender with a copy of the temporary absence permit that will detail all pertinent information. It is the responsibility of the Island Health Protection Services to communicate this information to Island Health nursing staff.
- B. In these cases, Island Health nursing staff will still continue to update Correctional Centre's nursing staff about the condition of the inmate including his behaviour, prognosis and hospital discharge planning, as the inmate remains in the custody of BCC.
- C. In the case of actual or attempted escapes, of an inmate on an unescorted medical Temporary Absence, hospital staff will call 911 and BCC to report the incident as soon as is practical.

LIABILITY

BCC and Island Health waive all claims against each other in respect to damage caused to its personnel, equipment or property by personnel or agents of the other party. If, however, such damages result from reckless acts or omissions, willful misconduct or gross negligence of a party, or its personnel or agents, the costs of any liability will be borne by that party alone.

CLAIMS AGAINST THE CROWN

For any damages to the property of Island Health, reimbursement may be requested through the Treasury Board policy on Claims against the Crown. Where a claim is made against the Crown, the party shall request: a detailed statement of the facts upon which the claim is based, a detailed statement showing how the claim is calculated, and copies of substantiating documents. Upon receipt of this information, an investigation will be conducted at the earliest opportunity and a decision made.

SETTLEMENT OF DISPUTES

Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Parties and will not be referred to a third party for settlement.

AMENDMENT

This MOU may only be amended with the mutual written consent of the parties.

DURATION, WITHDRAWAL AND TERMINATION

This MOU will remain in effect for a period of two years from its effective date.
Either party may withdraw from this MOU on presentation of 60 days written notice to the other party.
This MOU may be terminated at any time, with the mutual written consent of the parties.

BCC

Original signed by:

Date: Nov. 10, 2014



Peter Coulson,
Provincial Director
Adult Custody Division
BC Corrections Branch

Island Health

Original signed by:

Date: Oct. 31 | 2014



James Hanson
Corporate Director Logistics and Operations
Vancouver Island Health Authority

Appendix 1 – PROCEDURE specific to and Nanaimo Correctional Centre (NCC)
To be updated as required

Prior to departing NCC with an inmate destined for Nanaimo Regional General Hospital (NRGH):

NCC correctional staff will determine if NCC Healthcare staff have confirmed the pre-arranged appointment (i.e. specialist appointment) with the appropriate NRGH department and that the hospital staff are expecting the inmate.

In cases where the transfer is not pre-arranged (i.e. transfer to NRGH emergency rooms), with the exception of life threatening injuries, the transfer will be coordinated with NRGH staff prior to the escort.
s.15

s.15 Calls will be for the purpose of avoiding unnecessary delays in the emergency waiting room. NCC shift supervisor/person in charge will call the NRGH switchboard outside health care hours.

The following information will be provided by NCC staff

- Name of inmate;
- Correctional Centre transporting the inmate;
- Estimated time and date of arrival; and
- Any other relevant information that could have an impact on the security of the escort

NCC correctional staff will complete a "Transfer s.15" form s.15
s.15

s.15

Escort staff will be permitted to park NCC vehicles in the NRGH Police (RCMP) parking stalls while escorting a NCC inmate to or from the NRGH Emergency Department or in a NRGH visitor/public parking lot (excluding areas designated for specified user groups) while escorting a NCC inmate to other areas of NRGH. s.15
s.15

As the Nanaimo Mental Health and Addiction Services have requested that NCC inmates not be in restraints when being escorted to Nanaimo Mental Health and Addiction Services for release planning and intake interviews, inmates must meet levels 1 escort criteria. The escorting officer has the discretion to apply restraints at anytime during the escort to ensure public safety.

Concerns or issues not addressed in this protocol agreement should be discussed with the NRGH and NCC Management teams.

Contact Information:

NCC Healthcare staff at (250) 756-3310.
NCC Deputy Warden Operations at (250) 756-3314
NCC Assistant Deputy Warden Regulations at (250) 756-3323
NCC Shift Supervisor at (250) 756-3303
NCC Control (24/7) at (250) 756-3337

NRGH Site Director at (250) 755-7650
Team Leader, Protection Services at (250) 755-7691 ext 53057
Island Health Protection Services Dispatch Control at (250) 370-8575
Island Health 24/7 Protection Services Shift Supervisor at (250) 370-8575

In cases of incidents or complaints, as soon as reasonably possible, NRGH Protection Services Administration will fax a copy of the Incident Report to the Warden of Nanaimo Correctional Centre at (250) 729-7707.

Appendix 2 – PROCEDURE specific to and Vancouver Island Regional Correctional Centre (VIRCC)
To be updated as required

Prior to an inmate being transferred to any Island Health hospital from VIRCC:

VIRCC staff will determine if VIRCC Healthcare staff have confirm pre-arranged appointments with the appropriate hospital department and that the hospital staff are expecting the inmate.

In cases where the transfer is not pre-arranged (i.e. transfer to emergency rooms), with the exception of life threatening injuries, the transfer will be coordinated with Island Health staff prior to the escort.
s.15

Personal information such as the type of injury or illness will be relayed and plans arranged for transport. Calls will be for the purpose of avoiding unnecessary delays in the emergency waiting room. VIRCC shift supervisor/person in charge will call outside health care hours.

The following information will be provided by VIRCC staff

- Name of inmate;
- Correctional Centre transporting the inmate;
- Estimated time and date of arrival; and
- Any other relevant information that could have an impact on the security of the escort

VIRCC staff will complete a "Transfer s.15 form s.15"
s.15

s.15

Contact information:

VIRCC healthcare staff:

Telephone: 250-953-4409

Fax: 250-953-4490

Monday to Friday (0800-1700 hrs):

The VIRCC Deputy Warden of Operations can be contacted directly at (250) 953-4461

The VIRCC Assistant Deputy Warden Regulation can be contacted directly at (250) 953- 4315

After business hours:

The VIRCC Shift Supervisor can be contacted directly at (250) 953-4491 (24 hours a day)

VIRCC Central Control can be contacted at (250) 953-4440 (24 hours a day)

Royal Jubilee Hospital Switchboard:
(250) 370-8000

Cowichan District Hospital Switchboard:
(250) 709-3000

Victoria General Hospital Switchboard:
(250) 727-4212

North Cowichan/Duncan RCMP:
(250) 748-5522

Appendix 3 – Transfer VISEN Form to Island Health Protection Services



Date: _____

Inmate's Name: _____ Date of Birth: _____

Destination: _____

Correctional Centre: _____ Date of Escort: _____

Approximate arrival time _____ Expected Duration: _____

Escort Level:

1 C.O. ☐

2 C.O.'s ☐

Other (specify) ☐

VISEN CODE -- tick all boxes which apply:

Violence hx.

Normal

Escape risk

Mental Disorder

Suicidal

Protective Custody

Additional Comments: _____

Correctional Supervisor: _____

Print name and sign

VIRCC Control (250) 953-4440 (24 hours)
NCC Control (250) 756-3337 (24 hours)

On duty Manager VIRCC (250) 953-4315
On duty Manager NCC (250) 756-3323

Shift Supervisor VIRCC (250) 953-4491
Shift Supervisor NCC (250) 756-3303