

Okanagan Correctional Centre Staffing numbers:

Position Title	Numbers of staff in position as of Sept 1, 2016	Annual salary range of position as of Sept 1, 2016	Numbers of staff in position as of Dec 31, 2017	Annual salary range of position as of Dec 31, 2017	Numbers of staff in position as of April 16, 2018	Annual salary range of position as of April 16, 2018
Office Assistant 6	0	No historical data available	1	No historical data available	2	\$37,270.13 - \$42,003.25
Office Assistant 7	0	No historical data available	3	No historical data available	3	\$38,277.96 - \$43,169.18
Clerk 9	1	No historical data available	5	No historical data available	9	\$40,394.06 - \$45,617.40
Clerk 11	1	No historical data available	1	No historical data available	1	\$42,655.22 - \$48,230.51
Clerk 14	1	No historical data available	1	No historical data available	2	\$46,337.21 - \$52,488.28
Correctional Officer Training	0	No historical data available	0	No historical data available	6	\$40,394.06
Correctional Officer 18*	0	No historical data available	164	No historical data available	164	\$51,845.18 - \$58,873.38
Correctional Instructor 18	0	No historical data available	3	No historical data available	3	\$51,845.18 - \$58,873.38
Social Program Officer 24	0	No historical data available	2	No historical data available	2	\$61,665.45 - \$70,367.02
Correctional Supervisor 24	4	No historical data available	31	No historical data available	35	\$61,665.45 - \$70,367.02
GEU total	7		211		227	
Director Business/Finance Band 2	0	N/A	0	N/A	1	\$62,000.18 - \$86,000.25
Assistant Deputy Warden Band 3	2	\$72,000.21 - \$100,000.03	9	\$72,000.21 - \$100,000.03	9	\$72,000.21 - \$100,000.03
Deputy Warden Band 4	3	\$86,000.25 - \$112,000.06	3	\$86,000.25 - \$112,000.06	3	\$86,000.25 - \$112,000.06
Warden Band 5	1	\$100,000.03 - \$125,000.10	1	\$100,000.03 - \$125,000.10	1	\$100,000.03 - \$125,000.10
Management total	6		13		14	
GRAND TOTAL	13		224		241	

*a Temporary Market Adjustment was added to this classification effective April 1, 2015 (1 grid). Figures above do not include TMA which is paid biweekly; TMA range is \$57.29 - \$67.51.

Health Care Contractor Salaries

APPENDIX B WAGE SCHEDULES

Plus \$0.35 for Chiron Bonus All Staff; \$0.65 Retention Bonus RNs/ RPNs

	Level	Current	April 1, 2016
RN/ RPN	1	\$32.34	\$32.66
	2	\$33.58	\$33.92
	3	\$34.82	\$35.17
	4	\$36.08	\$36.44
	5	\$37.32	\$37.69
	6	\$38.56	\$38.95
	7	\$39.82	\$40.22
	8	\$41.00	\$41.41
	9	\$42.45	\$42.87
LPN	1	\$24.72	\$24.97
	2	\$26.45	\$26.71
	3	\$28.17	\$28.45
Pharmacy Technician	1	\$21.21	\$21.42
	2	\$22.74	\$22.97
	3	\$25.44	\$25.69
Clerk	1	\$22.30	\$22.52
	2	\$23.59	\$23.83
	3	\$24.18	\$24.42
Mental Health Screener	1	\$31.07	\$31.38
	2	\$32.26	\$32.58
Mental Health Coordinator	1	\$38.56	\$38.95
	2	\$38.82	\$39.21
	3	\$39.60	\$40.00
	4	\$40.60	\$41.01
	5	\$41.83	\$42.25
	6	\$42.80	\$43.23
	7	\$44.00	\$44.44
	8	\$45.11	\$45.56
	9	\$46.49	\$46.95
Addiction Counsellors	1	\$27.84	\$28.12
	2	\$29.22	\$29.51
	3	\$30.55	\$30.86
	4	\$31.93	\$32.25
	5	\$33.22	\$33.55
	6	\$34.69	\$35.04

OCC Kitchen Manager Salary: \$29.52/hour for January 2017 (opening) and \$30.41 effective January 2018.

APPENDIX 1

Re: Wages

Classification	Current	2% increase April 1, 2015	2% increase April 1, 2016	2% increase April 1, 2017	2% increase April 1, 2018	2% increase April 1, 2019
Chef Manager	\$21 27	21 70	22 13	22 57	23 02	23 48
Cook	\$19 82	20 22	20 62	21 03	21 45	21 88
Canteen	\$13 81	14 09	14 37	14 66	14 95	15 25
General Help	\$13 81	14 09	14 37	14 66	14 95	15 25
Canteen Premium	\$0 50	0 50	0 50	0 50	0 50	0 50

New Employees

New employees will be paid a start rate equivalent to 25¢ less than regular rate as set out above. This start rate will remain in effect until the employee has completed 488 hours service excluding any time related to a layoff, illness or injury.

CONTRACTS AT THE OKANAGAN CORRECTIONAL CENTRE

For the Fiscal Year – April 1, 2017 to March 31, 2018

Osoyoos Indian Band

Value = \$130,000

Service – Counselling and Spirituality Services

Osoyoos Indian Band

Value = \$24,000

Equine Program (Rehabilitation)

John Howard Society of the South and Central Okanagan

Value = \$37,500

Rehabilitation and Counselling Services

Valley Medical Services (Okanagan Pathology Group)

Value = \$8,825

Laboratory Services

For the Fiscal Year – April 1, 2018 to March 31, 2019

Osoyoos Indian Band

Value = \$90,000

Service – Counselling Services

Osoyoos Indian Band

Value = \$40,000

Service – Spirituality Services

Osoyoos Indian Band

Value = \$36,000

Equine Program (Rehabilitation)

John Howard Society of the South and Central Okanagan

Value = \$70,000

Rehabilitation and Counselling Services



Ministry Contract Award Review and Approval Process

Branch: Corrections – Adult Custody

CLIFF: 543236

Contractor: Osoyoos Indian Band - Counseling

SGCORR1915BFD80001

Total Value: \$ 90,000.00

STOB: 8032

X New Contract: Apr 1, 2018 – Mar 31, 2019 + 2 - 1 year Options

Review Comments:

- 205 – Direct Award – NOI
- The provision of services is for offenders incarcerated at the Okanagan Correctional Centre in Oliver, BC.
- The services directly offered to offenders are expected to be provided on-site.
- The Contractor will be a liaison with indigenous communities, assisting with the case management, release planning and education. Promoting indigenous/cultural awareness, providing counselling and developing viable release plans and career placements to reduce offending.

Approval:

☒ Yes

☐ No

Reviewed By:

Natalia Ferreira
Natalia Ferreira A/ Contract Officer

Apr 04, 2018
Date

David Hoadley
David Hoadley Executive Director & C FO

Apr 4/18
Date

Attorney General and
Public Safety and
Solicitor General

Finance and Administration Division
Corporate Management Services
Branch

Mailing Address:
PO Box 9256 STN PROV
GOVT
Victoria BC V8W 2J4

Location:
5th Floor – 910 Government St.
Victoria BC

Ministry of Justice
Government Transfer / Contract Approval Request
STOB 77, 79 & 80
2018-2019

Branch:	BC Corrections	CLIF #:	543236
Division:	Adult Custody - OCC	Ministry Contact:	Steve DiCastri - Warden
Contractor / Recipient:	Osoyoos Indian Band - Counseling	Contract / Reference No.	SGCORR19158FD80001
Contractor Address:	1155 Sen Pok Chin Blvd. Oliver, BC V0H 1T8		

If entering a new STOB 77 grant; increasing funding to a grant; or exceeding the total STOB 77 budget, has this been approved by CFO/TBS?	☐ YES Proceed with form	☐ NO CONSULT CFO/TBS	☒ N/A
If entering a new STOB 80 contract; increasing existing funding for a contract; exceeding STOB 80 budget allocations; or entering a multi-year agreement, has this been approved by CFO/TBS?	☐ YES Proceed with form	☐ NO CONSULT CFO/TBS	☒ N/A
Transfer Type:			
☐ Grants (STOB 77)	☐ Entitlement - Recipient meets eligibility criteria prescribed by legislation (STOB 79)	☒ Shared Cost Agreement - contractual agreements with stipulations (STOB 80)	

Financial Information: COPY OF NO ATTACHED				
Account Coding	CLIENT: 010	RESP: 158FD	SL: 11330	STOB: 8032
Original Contract Term:		From: April 1, 2018	To: March 31, 2019 (+2-1 Year Options)	
Amended Term (for the current amendment only):		From:	To:	
Original Contract / Transfer Aggregate: (A)	\$ 90,000	Branch Budget for this STOB:	\$ N/A	
Sum of previous amendments: (B)	\$	Hourly rate (s):	\$ N/A	
Amendment Value: (C)	\$	Procurement Code	205	
Contract / Transfer Aggregate (A + B + C)	\$ 90,000	PGO PO Class / Description:	C	
FY 17/18 actual spent	\$ 130,000	PGO AIT Exclusion Code:	200	
FY XX/XX actual spent:	\$	Amendment # (if applicable):		

Background / Details:
1. Description of contracted services and/or purpose / nature of government transfer:
The Ministry of Public Safety and Solicitor General expects to enter into a contract for the provision of a variety of services for indigenous offenders incarcerated at the Okanagan Correctional Centre in Oliver, BC. The services directly offered to indigenous offenders are normally expected to be provided on-site. The contractor will be a liaison with indigenous communities, assisting with the case management, release planning and education.
The scope of work for this requirement includes, but is not limited to:
• Release planning and community re-integration. Assisting in releasing back onto community where possible. • Employment planning, skills and work placements. • Provision and coordination of indigenous education and counseling programs(s). • Creating and maintaining appropriate documentation; and
Aboriginal Liaison Worker services as provided by contractors to incarcerated offenders to promote and provide indigenous/cultural awareness, provide counseling, and develop viable release plans and career placements to reduce offending.

2. Link to Service Plan:	
Performance Measure 11 (Rates of Non-reoffending)	
3. Ministry's Role:	
Ensure that inmates are provided information related to the variety of services which the Aboriginal Liaison Worker provides to the centre with respect to indigenous community services, indigenous support and community contacts. Provide a location for the Aboriginal Liaison Worker to engage indigenous inmates and other inmates with respect to education and provide inmate counseling. Ensure that safety and security practices are in place so that the contractor can provide programs in an environment which promotes respect, self-improvement and dignified interaction amongst inmates. Maintain documented records of the inmates who have attended educational and counseling sessions as provided by the Aboriginal Liaison Worker. Confirm that the educational and counseling sessions are per the contract and service hours indicated and agreed upon by the Aboriginal Liaison Worker and CCC.	
4. Expected Actions and Outputs:	
It is expected that the Aboriginal Liaison Worker will provide educational, employability, training and release planning which will benefit indigenous inmates and other non-indigenous inmates. These opportunities will assist the inmate in understanding and addressing some of the reasons why they are incarcerated which will assist them in change. That these programs promote self-growth and personal accountability and that the programs are delivered in a dignified and responsible manner.	
5. What are the expected outcomes?	
All inmates within the program as well as staff will gain knowledge, understanding and appreciation of the history and culture of the traditional lands of Osoyoos Indian Band and Okanagan Nation. We will build on their release planning & their individual case plan providing educational and vocational opportunities to assist them to gain employment upon release. The program will also assist in their reintegration back into their community upon release with a strong focus on their family and community bond.	
6. How will the Ministry hold the Contractor / Recipient accountable for results?	
Performance Targets	Reports
The Contractor will be responsible for the following deliverables: - Monthly reports on the number of offenders assisted, services provided, and any significant issues, problems or achievements - Referral documentation on behalf of offenders to indigenous community resources (e.g. Round Lake Treatment Centre) for parole, temporary absences or post release purposes - Coordinate on a provincial level with other Aboriginal Liaison Worker - Accurate recording of all hours that the Contractor spends within the Centre With regards to these deliverables, the Contractor will be responsible to ensure accurate records are created and maintained for the delivery of all services, in accordance with the <i>Freedom of Information and Protection of Privacy Act</i>.	

Authorization	
☐ Legislation Name:	Corrections Act, Corrections Act Regulation, Criminal Code of Canada
☐ Regulation Name:	Corrections Act, Corrections Act Regulation, Prison Reformatories Act
☐ Discretionary:	Aboriginal counseling and educational teaching.
☐ Other:	
If required to fulfill legal or formal provincial commitment, please indicate:	

Date / type of last competitive process:	N/A - Contract is a Sole Source NO POSTED FOR RFP
Does contract meet the criteria for the SRFP?	No
Recipient Capacity	
1. Describe the Recipient's capacity to: A. Complete the project, and; B. Repay the funds if the stipulations are not met:	
All indigenous education, counseling will be completed as per the agreed to schedule between OCC and the contractor as identified in the contract agreement	
The contractor must:	
• be in good standing the Indigenous community; • possesses some previous experience in conducting indigenous programs	
All indigenous services provided by the contractor will be verified through billing service records, and confirmation of program delivery and attendance confirmed by OCC program supervisors and managers.	
OCC will not provide payment for services which cannot be verified as being delivered.	
2. Describe how the mandate of the Recipient aligns with the intent of the transfer.	
The contractor must have knowledge and understanding of the traditional lands and the ability to assist inmates in their release by providing community links to employment and other services.	

Risks
1. Identify Risks AND steps taken to mitigate the risks. Example: Financial, Privacy, Safety, etc.
The issue of confidentiality/privacy between the contractor and OCC is addressed in the contract and the contractor will be informed that any materials, information, services rendered at OCC are to be maintained in accordance with the FOIPPA and that disclosure of any materials of information with respect to inmates privacy is not for disclosure or dissemination except to those directly involved in the delivery of the identified programs.
All persons entering into OCC are provided safety and building orientation training with respect to OCC safety regulations policy and procedures in the event of emergency.
Financial risks are mitigated as the contractor will only be compensated financially for services rendered, and those services will be verified through review of schedules, attendance records, contract fees agreed upon.
2. Why could staff resources or other ministries in government not fill this need?
Key Personnel Qualifications & Experience
All key personnel involved in the delivery of services described in this RFP are expected to:
• Be in good standing in the Indigenous community; • Possess some previous experience in conducting indigenous programs.
In addition, key personnel should have:
1. Experience providing counseling services indigenous populations; 2. Experience with a network of community and social agencies and organizations that provide services to indigenous populations. 3. Preferably experience developing and coordinating a program of similar scope and complexity.

3. Consequences of not funding / approving

Indigenous inmates will not receive programs which provide an understanding of Indigenous programs and counseling. Indigenous counseling is important to Indigenous offenders as the counseling promotes respectful interaction with other persons, and accountability. Indigenous Programs reinforces Indigenous the fair treatment of others, builds self-confidence so that offenders have an opportunity to reintegrate into the communities in a responsible manner and pick up Indigenous teachings which are intent on reducing recidivism.

The goals of the Corrections Branch around building on current programs, policies and strategies will not be met.

Approvals:			
Position	Name	Signature	Date
Reviewed By	Steve DiCasteri	<i>[Signature]</i>	March 5, 2018
Branch ADM	Elenor Arend	<i>[Signature]</i>	Apr 3/18
CFO	David Hoadley	<i>[Signature]</i>	Apr 4/18
Deputy Solicitor General	Mark Sieben	<i>[Signature]</i>	April 4, 2018

Description of Contract Selection Processes (see CPPM 6.3.3)

☐	Confirm services not available through a Corporate Supply Arrangement (CSA)
☐	Selected from Pre-Qualification List RFQ #:
☐	Request for Proposal Posting on BC Bid required if contract value is \$75,000 or over
☐	Invitation to Quote Posting to BC Bid required if contract value is \$75,000 or over
☐	At least THREE (3) written / verbal quotes obtained (applies to contracts valued at less than \$75,000)
☒	Notice of Intent to Direct Award Advisable under \$50,000; mandatory over \$50,000
☒	Direct Award Direct Award Justification form also required.

Procurement Process Code Descriptions (PGO - Procurement Process)

100 - Open Competitive Process	208 - Direct Award - Shared Cost Arrangement (Financial Assistance)
200 - Direct Award - Public sector organization	209 - Direct Award - Shared Cost Arrangement
201 - Direct Award - Sole source	300 - Direct Invitation to selected vendors
202 - Direct Award - Emergency	400 - Selected vendor from pre-qualification list
203 - Direct Award - Security, order etc.	401 - Competition among vendors on a pre-qualification list
204 - Direct Award - Confidentiality	500 - Purchase from a Corporate Supply Arrangement
205 - Direct Award - Notice of Intent (No substantiated objections)	600 - Other purchase process
206 - Direct Award - Permitted under another corporate policy or legislation*	601 - Continuing Agreements
207 - Direct Award - Services and Construction Under \$25,000*	602 - Other - Grants and Entitlements

*these should only be used when appropriate, i.e. all contracts should be competed to the extent reasonable & cost effective.

Frequently Used PGO AIT Exclusion List Code Descriptions

100 – Purchase subject to AIT/NWPTA	500 – Excluded – Security, order, etc.
200 – Purchase below applicable AIT/NWPTA threshold	600 – Excluded – Product compatibility/exclusive rights
300 – Purchase of an exempted commodity/service	700 – Excluded – Procurement of prototype
400 – Excluded – Emergency	800 – Excluded – Regional/Economic development

In most instances AIT codes 100, 200 and 300 will be used, as follows:

- If the contract value is \$100,000 or more, purchase is subject to AIT/NWPTA – use code 100.
- If the contract value is under \$100,000 purchase is below applicable AIT/NWPTA threshold – use code 200.

Regardless of the contract value, if the contract provides social services and Third Party Administration to third parties (ministry clients), the services are exempt from AIT/NWPTA coverage – use code 300.

Frequently Used PGO PO Class/Description

A	Transfers Under Agreement	LPO	Library Purchase Order
BE	Business Expense Approval	O	Other Commitment Document
C	Contracts and Letters of Agreement	PC	Purchase Card
CA	Continuing Agreement	POSO	Purchase Order on a Standing Offer
CSA	Corporate Supply Arrangement	PU	Purchase Order (Purchasing Services Branch)
E	Entitlements	QP	Queen's Printer Requisition
EPO	Emergency Purchase Order	R	Requisition (Purchasing Services Branch)
F	Forecast – Creates a soft commitment	SO	Standing Offer (Ministry)
G	Transfers – Grants		

Use "C" when services are provided directly to government. Use "A" when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).



**Corrections Branch
Program Services Agreement
Contractor with Government
Insurance**

THIS AGREEMENT made in duplicate this 4th day of April, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch
(herein called the "**Province**")

OF THE FIRST PART

AND:

THE JOHN HOWARD SOCIETY OF THE CENTRAL & SOUTH OKANAGAN
1440 St. Paul Street, Kelowna B.C.
V1Y 2E6
(herein called the "**Contractor**")

OF THE SECOND PART

The Province wishes to retain the Contractor to provide the services specified in the Schedule of Services and, in consideration for the remuneration set out in the Schedule of Payments, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (d) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;

- (e) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (f) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;
- (g) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (h) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (i) "Material" means, collectively, the Produced Material and the Received Material;
- (j) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (k) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (l) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (m) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (n) "Services" means the services described in the attached Schedule of Services;
- (o) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (p) "Standards" means those standards, including any amendments thereto, established or adopted by the Assistant Deputy Minister and detailed in the attached Schedule of Standards;
- (q) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.02; and
- (r) "Term" means the term of the Agreement described in paragraph 3.02, subject to that term ending earlier in accordance with this Agreement;

REPRESENTATIONS AND WARRANTIES

2.01 As at the date of this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement;
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual:
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and

- (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on April 4, 2018 and ending on March 31st, 2019.

SERVICES

- 4.01 The Contractor must provide the Services in accordance with this Agreement.
- 4.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 4.03 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 12.04.
- 4.04 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.05 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 4.06 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 4.07 If the Province provides an instruction under 3.06 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonable practicable to do so.

CERTIFICATIONS AND QUALIFICATIONS

- 5.01 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 Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 5.02 The Contractor shall 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 Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.

- 5.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 6.01 The Contractor shall:
- (a) observe, perform and comply with the Standards and Security Procedures; and
 - (b) unless otherwise provided in any of the Schedules, report to the Contract Manager 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, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

- 7.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- 7.02 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in the Schedule of Payments.
- 7.03 Without limiting section 7.01, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 7.04 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which the payment becomes due.
- 7.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 7.06 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 7.07 Without limiting section 10.01(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

7.08 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

ENVIRONMENTAL PRACTICES

8.01 The Contractor shall take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:

- (a) reusing or 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 AND REPORTS

9.01 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the services.

9.02 If the Schedule of Payments provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in a form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

9.03 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 of the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

INDEPENDENT CONTRACTOR

10.01 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

INSURANCE AND INDEMNITY

11.01 The Province shall purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000, inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.

11.02 The Province shall provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.

- 11.03 The Province shall take reasonable steps to ensure the coverage specified in paragraph 11.01 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 11.04 The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 11.05 The Contractor shall be responsible for and pay any deductible under the policy.
- 11.06 The Contractor shall provide, maintain and pay for any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance policy specified in this section.
- 11.07 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.08 The Contractor shall indemnify and save harmless the Province, its employees and agents from and against any and all loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost and expense that the Province, or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed by;
 - (a) any act or omission of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement;; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

OWNERSHIP, MATERIAL AND INTELLECTUAL PROPERTY

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the 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 attached hereto.
- 12.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 12.04(a).

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 13.02 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

CONFIDENTIALITY AND SECURITY

- 14.01 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
- 14.02 The Contractor shall 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.
- 14.03 The Contractor 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 if attached.
- 14.04 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 14.05 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

CONFLICT OF INTEREST

- 15.01 The Contractor must not provide any services in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

FORCE MAJEURE

16.01 In this section and sections 16.02 and 16.03:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared or undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or
 - (iv) a freight embargo.if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

16.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of 16.03.

16.03 An Affected Party must promptly notify the other party in writing upon the occurrence of an Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

17.01 In this sections and sections 17.02 to 17.04:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) The Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor, ceases, in the Province's reasonable opinion, to carry on business as a going concern.

17.02 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity, or

- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 17.02(a).
- 17.03 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
- 17.04 In addition to the Province's right to terminate this Agreement under section 17.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.
- 17.05 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 17.04:
 - (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.
- 17.06 That payment by the Province of the amount described in section 17.05(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.
- 17.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

DISPUTE RESOLUTION

- 18.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

NOTICES

- 19.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - (a) by fax to the addressee's fax number specified below, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery, or;

- (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

to the Province at the following address:

Contact: Mr. Steve DiCastri, Warden

Corrections Branch, Ministry of Public Safety and Solicitor General

Address: 200 Enterprise Way, Oliver B.C. V0H 1T2

or, to the Contractor at the following address:

Contact: Gaelene Askeland, Executive Director

The John Howard Society of the Central & South Okanagan

Address: 1440 St. Paul Street, Kelowna B.C. V1Y 2E6

- 19.02 Either party may, from time to time, give to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 19.01 any previous address or fax number specified for the party giving the notice.

NON-WAIVER

- 20.01 A waiver of any term or breach of this Agreement is effective only if it is writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

APPROPRIATION

- 21.01 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PROVINCIAL SERVICES

- 22.01 The Province will:

- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures that are applicable to the Services;
- (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
- (c) where not otherwise provided for in any Schedule attached hereto, and subject to available staff and resources of the Branch, assign a Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
- (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.

- 22.02 If any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory, then any such license shall be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

CRIMINAL RECORDS REVIEW ACT

- 23.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 23.02 The Contractor must inform 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.
- 23.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 23.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 23.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA 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.

INTERPRETATION

- 24.01 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 24.02 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 24.03 Conflicts among provisions of this Agreement will be resolved as follows:
 - (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 24.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 24.05 Sections 4.08, 7.01 to 7.04, 7.07, 7.08, 9.01 to 9.03, 10.01, 11.03, 11.05, 16.01 to 16.03, 17.02, 17.03, 17.05, 17.06, 19.01, 19.02, 24.05, and any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 24.06 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 24.07 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.
- 24.08 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

24.09 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) The Contractor and the Province are referred to as "the parties" and each of them as "a party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule; and
- (e) "person" includes an individual, partnership, corporation or legal entity of any nature.

24.10 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

24.11 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

24.12 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.

24.13 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.

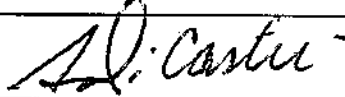
24.14 If any provision of this Agreement or the application of it to a person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 18 day of April, 2018:

Contractor or Authorized Signatory:	
Print Name:	GAERENE ASKELAND
Print Title:	EXECUTIVE DIRECTOR

SIGNED AND DELIVERED on behalf of Her Majesty the Queen, in right of the Province of British Columbia by its duly authorized representative on the 30th day of April, 2018:

Assistant Deputy Minister (or delegate);	
Print Name:	S. D. Castri
Print Title:	Warden



Schedule of Programs

The contractor will provide an employment program at Okanagan Correctional Centre that will assist clients to maintain employment, maintain positive interpersonal relationships and overcome self-defeating behaviours. The contractor will provide concrete tools to expand employment opportunities for multi-barriered clients and assist clients in planning for their release and in identifying relevant community resources. The contractor will assist clients to develop personalized resumes and cover letters. Throughout the course of the program the contractor will stress the importance of developing personal plans that will contribute to the client's overall stability, finding and maintaining employment.

The program will be comprised of three sessions, each session being a full day (08:30 -14:30). The program will consist of three modules, which are designed to stand alone, allowing and individual to join the programs at any time.



Schedule of Services

1. The Contractor will, subject to changing operational and/or offender or Corrections Branch program requirements as identified by the Province provide the Okanagan Correctional Centre with the following:
 - a) *Provide 49 hours of direct client services bi-weekly on a one to one basis.*
 - b) *Provide a restorative justice session and classroom once per month.*
2. The Contractor is responsible for all equipment and supplies, including stationary and program material, relating to the delivery and administration of the program.
3. The Province will provide program and office space at the Centre for the delivering of the program.
4. The Contractor is responsible for all other administrative office facilities and requirements.
5. The Contractor will complete a sign-in sheet in duplicate upon each visit to the Correctional Centre to provide the services within this Agreement. The Contractor will retain one copy; the other copy shall be submitted to the Contract Manager Monthly.
6. The Contractor will provide all vehicles and/or transportation necessary for contract employees, in the delivery and administration of the program.



Schedule of Standards

The Corrections Branch expects Contractors and their employees / subcontractors to maintain principled and honest relationships in dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients.

The on and off duty conduct, behaviour and activities of Contractors and their employees / subcontractors should not interfere with the Contractors obligations under the Agreement and should reflect positively on the contracted program and the Corrections Branch.

The Contractor shall immediately advise the Contract Manager if the Contractor or any of its employees / subcontractors is arrested or charged with a Criminal Code or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations. Further, the Contractor shall immediately advise the Contract Manager of any behaviour of its employees/subcontractors, regardless of law enforcement involvement, that may affect their ability to interact with other members of the Criminal Justice System or bring the Branch into disrepute. Such conduct may impact the individual's suitability as a service provider under the terms and conditions of this agreement.



Schedule of Payments

1. Fees will be based on a monthly rate of **\$5,833.33** and shall be payable to the Contractor in a proportioned amount of the hourly rate for part hours during which the Contractor is engaged in the fulfillment of obligations under this Agreement. In no event shall the fees payable exceed, in the aggregate, **\$70,000.00**.
2. Expenses shall be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of the Assistant Deputy Minister, necessarily incurred by the Contractor in the fulfillment of obligations under this Agreement:
 - (a) Travel Expenses in accordance with the Schedule of Expenses attached, not to exceed **\$0**;
 - (b) Accommodation and meal expenses in accordance with Schedule of Expenses, not to exceed **\$0**;
 - (c) Mileage expenses in accordance with Schedule of Expenses, not to exceed **\$0**;
3. In no event will the fees and expenses payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, **\$70,000.00**.
4. The Contractor will submit to the Province on or after the end of quarterly period, a written statement of account in the format set out in (**Appendix 1**), showing the calculation of all fees and expenses claimed for the period in which the statement is submitted.
5. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
6. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the *Financial Administration Act*.
7. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameter of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary. More information on the Lobbyist Registry can be found here: <http://www.ag.gov.bc.ca/lra/>



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), as amended from time to time;
 - (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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 its statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its 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 Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 Contractor receives a request for Access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such Access and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any Personal Information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the contractor 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 authorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure.

The Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

DIRECT AWARD JUSTIFICATION

Contracts may be negotiated and directly awarded without a competitive process only where an exceptional condition applies (see CPPM 6.3.3(a)).

The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one of the below exceptions.

This document must be included in the contract file and be available when requested.

CONTRACTOR NAME	Osoyoos Indian Band -- Spirituality & Cultural Awareness	ORIGINAL CONTRACT VALUE	\$ 40,000
AMENDMENT?	YES NO	TOTAL AMENDED VALUE	\$
		ORIGINAL TERM	April 1, 2018 – March 31, 2019
SERVICES PROVIDED	– Spirituality & Cultural Awareness Teachings to Incarcerated Indigenous and Non-Indigenous offenders	AMENDED TERM	

☒	CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION
☐	200 – PUBLIC SECTOR ORGANIZATION Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization – CPPM 6.3.3(a)(1).
☐	201 – SOLE SOURCE Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can <i>strictly</i> prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity – CPPM 6.3.3(a)(1).
☐	202 – EMERGENCY Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process – CPPM 6.3.3(a)(1).
☐	203 – SECURITY, ORDER, ETC Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health – CPPM 6.3.3(a)(1).
☐	204 – CONFIDENTIALITY Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest – CPPM 6.3.3(a)(1).
☒	205 – NOTICE OF INTENT (No substantiated objections) When a contract for goods valued at \$10,000 or more, or a contract for services or construction valued at \$50,000 or more, is intended to be directly awarded on the basis that there is only one vendor that can provide the services or goods required, but this cannot be strictly proven, a Notice of Intent must be posted on BC Bid – CPPM 6.3.2(b)(5) (Goods); CPPM 6.3.2(c)(7) (Services).
☐	206 – PERMITTED UNDER ANOTHER CORPORATE POLICY OR LEGISLATION Use this code where the direct award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies.
☐	207 – SERVICES AND CONSTRUCTION UNDER 25K Any service or construction opportunity, or supply arrangement for the supply of services or construction, with an estimated value of less than \$25,000, <i>should be competed to the extent reasonable and cost effective</i> – CPPM 6.3.2(c)(6). (Note: Do not use this code if one of the exceptions in CPPM 6.3.3(a) apply; in that case use one of codes 200 to 204, whichever applies).
STOB 80 contract or agreement that is directly awarded in accordance with CPPM 4.3.14.9	
☐	208 – SHARED COST ARRANGEMENT (FINANCIAL ASSISTANCE) A Shared Cost Arrangement (STOB 80 agreement) may be directly awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian of that individual under a community/social service program) – CPPM 21.3.6 and CPPM 6.3.3(a)(3)

April 18, 2014

Page 1

**209 – SHARED COST ARRANGEMENT (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE)**

A Shared Cost Arrangement (STOB 80 or agreement) may be directly awarded where a competitive selection is not appropriate – CPPM 21.3.6 and CPPM 6.3.3(a)(3).

JUSTIFICATION FOR PROCUREMENT PROCESS CODES 200, 201, 202, 203, 204, 205, 206, 208, 209 – Please provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. Please explain why this is the case for this contract. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER'S REQUESTS. (Attach additional page as needed)

The Ministry of Public Safety and Solicitor expects to enter into a contract with the Osoyoos Indian Band (OIB), for Indigenous Inmate counselling at the Okanagan Correctional Centre (OCC) that will assist clients to assist in the areas of Cultural and Spiritual healing.

A 201 Sole Source Award is due to the nature of the program offered by the OIB. The contractor must have knowledge and understanding of the traditional lands and the ability to assist inmates in their release planning by providing community links to employment and other services.

The OIB will participate with an Indigenous living unit encompassing traditional cultural and spiritual teachings with the Right Living concepts involved.

JUSTIFICATION FOR PROCUREMENT PROCESS CODE 207 – Any service or construction opportunity, or supply arrangement for the supply of services or construction, with an estimated value of less than \$25,000 should be competed to the extent reasonable and cost effective i.e. solicit three quotes from possible vendors, RFP or ITQ. (CPPM 6.3.2)

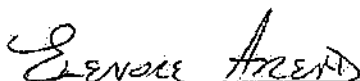
If this contract has not been competed to the extent reasonable and cost effective Contract Managers are responsible to justify why it is not reasonable to compete. Please explain why this is the case for this contract. Provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER'S REQUESTS. (Attach additional page as needed)

N/A


Contract Manager Signature


ADM Approval Signature


Print Name


Print Name



**Corrections Branch
Program Services Agreement
Contractor with Government
Insurance**

THIS AGREEMENT made in duplicate this 15 day of July, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch

(herein called the "Province")

OF THE FIRST PART

AND:

THE JOHN HOWARD SOCIETY OF THE CENTRAL & SOUTH OKANAGAN

1440 St. Paul Street, Kelowna B.C.

V1Y 2E6

(herein called the "Contractor")

OF THE SECOND PART

The Province wishes to retain the Contractor to provide the services specified in the Schedule of Services and, in consideration for the remuneration set out in the Schedule of Payments, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (d) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;

- (e) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (f) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;
- (g) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (h) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (i) "Material" means, collectively, the Produced Material and the Received Material;
- (j) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (k) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (l) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (m) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (n) "Services" means the services described in the attached Schedule of Services;
- (o) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (p) "Standards" means those standards, including any amendments thereto, established or adopted by the Assistant Deputy Minister and detailed in the attached Schedule of Standards;
- (q) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.02; and
- (r) "Term" means the term of the Agreement described in paragraph 3.02, subject to that term ending earlier in accordance with this Agreement;

REPRESENTATIONS AND WARRANTIES

2.01 As at the date of this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement;
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) If the Contractor is not an individual:
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and

- (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on July 1st, 2017 and ending on March 31st, 2018.

SERVICES

- 4.01 The Contractor must provide the Services in accordance with this Agreement.
- 4.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 4.03 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 12.04.
- 4.04 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.05 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 4.06 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 4.07 If the Province provides an instruction under 3.06 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonable practicable to do so.

CERTIFICATIONS AND QUALIFICATIONS

- 5.01 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 Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 5.02 The Contractor shall 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 Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.

- 5.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 6.01 The Contractor shall:
- (a) observe, perform and comply with the Standards and Security Procedures; and
 - (b) unless otherwise provided in any of the Schedules, report to the Contract Manager 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, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

- 7.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- 7.02 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in the Schedule of Payments.
- 7.03 Without limiting section 7.01, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 7.04 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which the payment becomes due.
- 7.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 7.06 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 7.07 Without limiting section 10.01(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

7.08 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

ENVIRONMENTAL PRACTICES

- 8.01 The Contractor shall take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:
- (a) reusing or 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 AND REPORTS

- 9.01 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the services.
- 9.02 If the Schedule of Payments provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in a form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.
- 9.03 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 of the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

INDEPENDENT CONTRACTOR

- 10.01 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.

INSURANCE AND INDEMNITY

- 11.01 The Province shall purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000, inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
- 11.02 The Province shall provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.

- 11.03 The Province shall take reasonable steps to ensure the coverage specified in paragraph 11.01 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 11.04 The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 11.05 The Contractor shall be responsible for and pay any deductible under the policy.
- 11.06 The Contractor shall provide, maintain and pay for any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance policy specified in this section.
- 11.07 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.08 The Contractor shall indemnify and save harmless the Province, its employees and agents from and against any and all loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost and expense that the Province, or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed by;
- (a) any act or omission of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

OWNERSHIP, MATERIAL AND INTELLECTUAL PROPERTY

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the 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 attached hereto.
- 12.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 12.04(a).

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 13.02 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

CONFIDENTIALITY AND SECURITY

- 14.01 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
- 14.02 The Contractor shall 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.
- 14.03 The Contractor 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 if attached.
- 14.04 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 14.05 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

CONFLICT OF INTEREST

- 15.01 The Contractor must not provide any services in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

FORCE MAJEURE

16.01 In this section and sections 16.02 and 16.03:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared or undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or
 - (iv) a freight embargo.if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

16.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of 16.03.

16.03 An Affected Party must promptly notify the other party in writing upon the occurrence of an Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

17.01 In this sections and sections 17.02 to 17.04:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) The Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor, ceases, in the Province's reasonable opinion, to carry on business as a going concern.

17.02 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity, or

- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 17.02(a).
- 17.03 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
- 17.04 In addition to the Province's right to terminate this Agreement under section 17.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.
- 17.05 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 17.04:
 - (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.
- 17.06 That payment by the Province of the amount described in section 17.05(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.
- 17.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

DISPUTE RESOLUTION

- 18.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

NOTICES

- 19.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - (a) by fax to the addressee's fax number specified below, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery, or;

- (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

to the Province at the following address:

Contact: Mr. Steve DiCatri, Warden

Corrections Branch, Ministry of Public Safety and Solicitor General

Address: 200 Enterprise Way, Oliver B.C. V0H 1T2

or, to the Contractor at the following address:

Contact: Gaelene Askeland, Executive Director

The John Howard Society of the Central & South Okanagan

Address: 1440 St. Paul Street, Kelowna B.C. V1Y 2E6

- 19.02 Either party may, from time to time, give to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 19.01 any previous address or fax number specified for the party giving the notice.

NON-WAIVER

- 20.01 A waiver of any term or breach of this Agreement is effective only if it is writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

APPROPRIATION

- 21.01 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PROVINCIAL SERVICES

- 22.01 The Province will:

- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures that are applicable to the Services;
- (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
- (c) where not otherwise provided for in any Schedule attached hereto, and subject to available staff and resources of the Branch, assign a Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
- (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.

- 22.02 If any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory, then any such license shall be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

CRIMINAL RECORDS REVIEW ACT

- 23.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 23.02 The Contractor must inform 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.
- 23.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 23.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 23.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA 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.

INTERPRETATION

- 24.01 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 24.02 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 24.03 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 24.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 24.05 Sections 4.08, 7.01 to 7.04, 7.07, 7.08, 9.01 to 9.03, 10.01, 11.03, 11.05, 16.01 to 16.03, 17.02, 17.03, 17.05, 17.06, 19.01, 19.02, 24.05, and any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 24.06 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 24.07 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.
- 24.08 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

24.09 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) The Contractor and the Province are referred to as "the parties" and each of them as "a party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule; and
- (e) "person" includes an individual, partnership, corporation or legal entity of any nature.

24.10 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

24.11 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

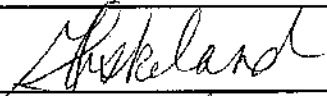
24.12 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.

24.13 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.

24.14 If any provision of this Agreement or the application of it to a person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 5 day of September, 2017:

Contractor or Authorized Signatory:	
Print Name:	GAELENE ABKELAND
Print Title:	EXECUTIVE DIRECTOR

SIGNED AND DELIVERED on behalf of Her Majesty the Queen in right of the Province of British Columbia by its duly authorized representative on the 25th day of July, 2017:

Assistant Deputy Minister (or delegate);	
Print Name:	Steve DiCastri
Print Title:	Warden



Schedule of Services

1. The Contractor will, subject to changing operational and/or offender or Corrections Branch program requirements as identified by the Province provide the Okanagan Correctional Centre with the following:
 - a) *Provide 7 hours of direct client service for 1 full day per week on a one to one basis.*
 - b) *Provide a restorative justice session once per month.*
2. The Contractor is responsible for all equipment and supplies, including stationary and program material, relating to the delivery and administration of the program.
3. The Province will provide program and office space at the Centre for the delivering of the program.
4. The Contractor is responsible for all other administrative office facilities and requirements.
5. The Contractor will complete a sign-in sheet in duplicate upon each visit to the Correctional Centre to provide the services within this Agreement. The Contractor will retain one copy; the other copy shall be submitted to the Contract Manager Monthly.
6. The Contractor will provide all vehicles and/or transportation necessary for contract employees, in the delivery and administration of the program.



Schedule of Standards

The Corrections Branch expects Contractors and their employees / subcontractors to maintain principled and honest relationships in dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients.

The on and off duty conduct, behaviour and activities of Contractors and their employees / subcontractors should not interfere with the Contractors obligations under the Agreement and should reflect positively on the contracted program and the Corrections Branch.

The Contractor shall immediately advise the Contract Manager if the Contractor or any of its employees / subcontractors is arrested or charged with a Criminal Code or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations. Further, the Contractor shall immediately advise the Contract Manager of any behaviour of its employees/subcontractors, regardless of law enforcement involvement, that may affect their ability to interact with other members of the Criminal Justice System or bring the Branch into disrepute. Such conduct may impact the individual's suitability as a service provider under the terms and conditions of this agreement.



Schedule of Payments

1. Fees will be based on a monthly rate of **\$4,166.67** and shall be payable to the Contractor in a proportioned amount of the hourly rate for part hours during which the Contractor is engaged in the fulfillment of obligations under this Agreement. In no event shall the fees payable exceed, in the aggregate, **\$37,500.03**.
2. Expenses shall be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of the Assistant Deputy Minister, necessarily incurred by the Contractor in the fulfillment of obligations under this Agreement:
 - (a) Travel Expenses in accordance with the Schedule of Expenses attached, not to exceed **\$0**;
 - (b) Accommodation and meal expenses in accordance with Schedule of Expenses, not to exceed **\$0**;
 - (c) Mileage expenses in accordance with Schedule of Expenses, not to exceed **\$0**;
3. In no event will the fees and expenses payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, **\$37,500.03**.
4. The Contractor will submit to the Province on or after the end of quarterly period, a written statement of account in the format set out in (**Appendix 1**), showing the calculation of all fees and expenses claimed for the period in which the statement is submitted.
5. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
6. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the *Financial Administration Act*.
7. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameter of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary. More information on the Lobbyist Registry can be found here: <http://www.ag.gov.bc.ca/lra/>



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), as amended from time to time;
 - (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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 its statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its 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 Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 Contractor receives a request for Access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such Access and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any Personal Information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the contractor 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 authorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure.

The Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



**Corrections Branch
Program Services Agreement
Contractor with Government
Insurance**

THIS AGREEMENT made in duplicate this **1st day of April, 2017**.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections
Branch
(herein called the "**Province**")

OF THE FIRST PART

AND:

Osoyoos Indian Band
In British Columbia
(herein called the "**Contractor**")

OF THE SECOND PART

The Province wishes to retain the Contractor to provide the services specified in the Schedule of Services and, in consideration for the remuneration set out in the Schedule of Payments, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (d) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
- (e) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (f) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;

- (g) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (h) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (i) "Material" means, collectively, the Produced Material and the Received Material;
- (j) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (k) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (l) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (m) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (n) "Services" means the services described in the attached Schedule of Services;
- (o) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (p) "Standards" means those standards, including any amendments thereto, established or adopted by the Assistant Deputy Minister and detailed in the attached Schedule of Standards;
- (q) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.02; and
- (r) "Term" means the term of the Agreement described in paragraph 3.02, subject to that term ending earlier in accordance with this Agreement;

REPRESENTATIONS AND WARRANTIES

2.01 As at the date of this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement;
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual:
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on April 1, 2017 and ending on March 31, 2018.

SERVICES

- 4.01 The Contractor must provide the Services in accordance with this Agreement.
- 4.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 4.03 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 12.04.
- 4.04 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.05 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 4.06 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 4.07 If the Province provides an instruction under 3.06 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonable practicable to do so.

CERTIFICATIONS AND QUALIFICATIONS

- 5.01 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 Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 5.02 The Contractor shall 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 Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.
- 5.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

6.01 The Contractor shall:

- (a) observe, perform and comply with the Standards and Security Procedures; and
- (b) unless otherwise provided in any of the Schedules, report to the Contract Manager 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, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

7.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:

- (a) the fees described in that Schedule; and
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

7.02 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in the Schedule of Payments.

7.03 Without limiting section 7.01, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

7.04 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which the payment becomes due.

7.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

7.06 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.

7.07 Without limiting section 10.01(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

7.08 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

ENVIRONMENTAL PRACTICES

8.01 The Contractor shall take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:

- (a) reusing or 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 AND REPORTS

- 9.01 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the services.
- 9.02 If the Schedule of Payments provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in a form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.
- 9.03 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 of the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

INDEPENDENT CONTRACTOR

- 10.01 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.

INSURANCE AND INDEMNITY

- 11.01 The Province shall purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000, inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
- 11.02 The Province shall provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
- 11.03 The Province shall take reasonable steps to ensure the coverage specified in paragraph 11.01 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 11.04 The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 11.05 The Contractor shall be responsible for and pay any deductible under the policy.
- 11.06 The Contractor shall provide, maintain and pay for any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance policy specified in this section.
- 11.07 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.08 The Contractor shall indemnify and save harmless the Province, its employees and agents from and against any and all loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost and expense that the Province, or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed by;

- (a) any act or omission of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

OWNERSHIP, MATERIAL AND INTELLECTUAL PROPERTY

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the 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 attached hereto.
- 12.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 12.04(a).

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 13.02 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

CONFIDENTIALITY AND SECURITY

- 14.01 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
 - (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.

- 14.02 The Contractor shall 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.
- 14.03 The Contractor 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 if attached.
- 14.04 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 14.05 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

CONFLICT OF INTEREST

- 15.01 The Contractor must not provide any services in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

FORCE MAJEURE

- 16.01 In this section and sections 16.02 and 16.03:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared or undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or
 - (iv) a freight embargo.if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.
- 16.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of 16.03.
- 16.03 An Affected Party must promptly notify the other party in writing upon the occurrence of an Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

- 17.01 In this sections and sections 17.02 to 17.04:
- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) The Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, and

(b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor, ceases, in the Province's reasonable opinion, to carry on business as a going concern.

17.02 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity, or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 17.02(a).

17.03 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

17.04 In addition to the Province's right to terminate this Agreement under section 17.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

17.05 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 17.04:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

17.06 That payment by the Province of the amount described in section 17.05(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

17.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

DISPUTE RESOLUTION

18.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

NOTICES

19.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified below, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery, or;
- (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

to the Province at the following address:

Contact: Mr. Steve DiCastri, Warden

Corrections Branch, Ministry of Public Safety and Solicitor General

Address: 200 Enterprise Way, Oliver BC V0H 1T2

or, to the Contractor at the following address:

Contact: Chief C. Louie

Osoyoos Indian Band

Address: 1155 Sen Pok Chin Blvd. Oliver, BC V0H 1T8

19.02 Either party may, from time to time, give to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 19.01 any previous address or fax number specified for the party giving the notice.

NON-WAIVER

20.01 A waiver of any term or breach of this Agreement is effective only if it is writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

APPROPRIATION

21.01 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PROVINCIAL SERVICES

22.01 The Province will:

- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures that are applicable to the Services;
- (b) give the Contractor reasonable notice of changes in priorities or programs likely to

- materially affect the Services during the Term;
 - (c) where not otherwise provided for in any Schedule attached hereto, and subject to available staff and resources of the Branch, assign a Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
 - (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.
- 22.02 If any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory, then any such license shall be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

CRIMINAL RECORDS REVIEW ACT

- 23.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 23.02 The Contractor must inform 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.
- 23.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 23.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 23.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA 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.

INTERPRETATION

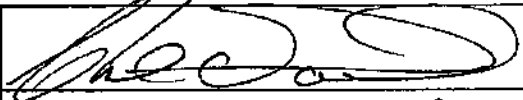
- 24.01 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 24.02 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 24.03 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 24.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 24.05 Sections 4.08, 7.01 to 7.04, 7.07, 7.08, 9.01 to 9.03, 10.01, 11.03, 11.05, 16.01 to 16.03, 17.02, 17.03, 17.05, 17.06, 19.01, 19.02, 24.05, and any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 24.06 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to

provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

- 24.07 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.
- 24.08 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.
- 24.09 In this Agreement:
- (a) "includes" and "including" are not intended to be limiting;
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) The Contractor and the Province are referred to as "the parties" and each of them as "a party";
 - (d) "attached" means attached to this Agreement when used in relation to a schedule; and
 - (e) "person" includes an individual, partnership, corporation or legal entity of any nature.
- 24.10 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 24.11 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 24.12 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.13 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.
- 24.14 If any provision of this Agreement or the application of it to a person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 23rd day of May, 2017:

Contractor or Authorized Signatory:	
Print Name:	Clarence Louie
Print Title:	Chief

SIGNED AND DELIVERED on behalf of Her Majesty the Queen in right of the Province of British Columbia by its duly authorized representative on the 23rd day of May, 2017:

Assistant Deputy Minister (or delegate);	
Print Name:	S. Di Castro
Print Title:	Warden



Schedule of Programs



Schedule of Services

The Contractor will provide services pertaining to the linkage between the Aboriginal People and those in custody at Okanagan Correctional Centre. These services shall commit to the development and implementation of programs relating to activities and guidance for;

- Aboriginal Employment Planning
- Spirituality
- Release Planning and Community Re-integration

These services may include but are not limited to:

Based on "Appendix A"

- Counseling Services
- Sacred Circle Gathering and Smudges
- Sacred Sweat Lodge Ceremony
- Traditional Aboriginal Crafting
- Release Coordination and Integration in Various Reservations
- Employability Planning
- Family Re-integration



Schedule of Standards

The Corrections Branch expects Contractors and their employees / subcontractors to maintain principled and honest relationships in dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients.

The on and off duty conduct, behaviour and activities of Contractors and their employees / subcontractors should not interfere with the Contractors obligations under the Agreement and should reflect positively on the contracted program and the Corrections Branch.

The Contractor shall immediately advise the Contract Manager if the Contractor or any of its employees / subcontractors is arrested or charged with a Criminal Code or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations. Further, the Contractor shall immediately advise the Contract Manager of any behaviour of its employees/subcontractors, regardless of law enforcement involvement, that may affect their ability to interact with other members of the Criminal Justice System or bring the Branch into disrepute. Such conduct may impact the individual's suitability as a service provider under the terms and conditions of this agreement.



Schedule of Payments

1. Fees will be based on a monthly rate of **\$10,916.67** for the period of **April 1, 2017 to March 31, 2018** and provided the Contractor is not in default, will be payable to the Contractor for each month during which the Contractor is engaged in the fulfillment of his obligations under this Agreement.
2. The monthly instalments represent payments for the term of the Agreement, with an annualized amount payable of **\$130,000.00** over the period of this contract.
3. In no event will the fees and expenses payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, **\$130,000.00**.
4. The Contractor will submit to the Province on or after the end of quarterly period, a written statement of account in the format set out in (**Appendix 1**), showing the calculation of all fees and expenses claimed for the period in which the statement is submitted.
5. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
6. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the *Financial Administration Act*.
7. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameter of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary. More information on the Lobbyist Registry can be found here: <http://www.ag.gov.bc.ca/lra/>



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), as amended from time to time;
 - (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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 its statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its 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 Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 Contractor receives a request for Access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such Access and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any Personal Information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the contractor 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 authorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure.

The Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



**Corrections Branch
Program Services Agreement
Contractor with Government
Insurance**

THIS AGREEMENT made in duplicate this **1st day of August, 2017**.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections
Branch

(herein called the "**Province**")

OF THE FIRST PART

AND:

Osoyoos Indian Band

In British Columbia

(herein called the "**Contractor**")

OF THE SECOND PART

The Province wishes to retain the Contractor to provide the services specified in the Schedule of Services and, in consideration for the remuneration set out in the Schedule of Payments, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (d) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
- (e) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (f) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;

- (g) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (h) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (i) "Material" means, collectively, the Produced Material and the Received Material;
- (j) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (k) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (l) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (m) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (n) "Services" means the services described in the attached Schedule of Services;
- (o) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (p) "Standards" means those standards, including any amendments thereto, established or adopted by the Assistant Deputy Minister and detailed in the attached Schedule of Standards;
- (q) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.02; and
- (r) "Term" means the term of the Agreement described in paragraph 3.02, subject to that term ending earlier in accordance with this Agreement;

REPRESENTATIONS AND WARRANTIES

2.01 As at the date of this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement;
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual:
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and

- (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on August 1, 2017 and ending on March 31, 2018.

SERVICES

- 4.01 The Contractor must provide the Services in accordance with this Agreement.
- 4.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 4.03 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 12.04.
- 4.04 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.05 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 4.06 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 4.07 If the Province provides an instruction under 3.06 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonable practicable to do so.

CERTIFICATIONS AND QUALIFICATIONS

- 5.01 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 Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 5.02 The Contractor shall 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 Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.

- 5.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 6.01 The Contractor shall:
- (a) observe, perform and comply with the Standards and Security Procedures; and
 - (b) unless otherwise provided in any of the Schedules, report to the Contract Manager 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, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

- 7.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- 7.02 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in the Schedule of Payments.
- 7.03 Without limiting section 7.01, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 7.04 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which the payment becomes due.
- 7.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 7.06 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 7.07 Without limiting section 10.01(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 7.08 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

ENVIRONMENTAL PRACTICES

- 8.01 The Contractor shall take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:
- (a) reusing or 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 AND REPORTS

- 9.01 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the services.
- 9.02 If the Schedule of Payments provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in a form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.
- 9.03 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 of the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

INDEPENDENT CONTRACTOR

- 10.01 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.

INSURANCE AND INDEMNITY

- 11.01 The Province shall purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000, inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
- 11.02 The Province shall provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
- 11.03 The Province shall take reasonable steps to ensure the coverage specified in paragraph 11.01 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 11.04 The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 11.05 The Contractor shall be responsible for and pay any deductible under the policy.
- 11.06 The Contractor shall provide, maintain and pay for any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance policy specified in this section.

- 11.07 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.08 The Contractor shall indemnify and save harmless the Province, its employees and agents from and against any and all loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost and expense that the Province, or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed by:
- (a) any act or omission of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

OWNERSHIP, MATERIAL AND INTELLECTUAL PROPERTY

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the 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 attached hereto.
- 12.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 12.04(a).

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 13.02 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

CONFIDENTIALITY AND SECURITY

- 14.01 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
- 14.02 The Contractor shall 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.
- 14.03 The Contractor 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 if attached.
- 14.04 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 14.05 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

CONFLICT OF INTEREST

- 15.01 The Contractor must not provide any services in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

FORCE MAJEURE

- 16.01 In this section and sections 16.02 and 16.03:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared or undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or
 - (iv) a freight embargo.if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.
- 16.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of 16.03.

- 16.03 An Affected Party must promptly notify the other party in writing upon the occurrence of an Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

- 17.01 In this sections and sections 17.02 to 17.04:

- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) The Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, and

- (b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor, ceases, in the Province's reasonable opinion, to carry on business as a going concern.

- 17.02 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity, or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 17.02(a).

- 17.03 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

- 17.04 In addition to the Province's right to terminate this Agreement under section 17.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

- 17.05 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 17.04:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and,
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

- 17.06 That payment by the Province of the amount described in section 17.05(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.
- 17.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

DISPUTE RESOLUTION

- 18.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

NOTICES

- 19.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified below, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery, or;
 - (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

to the Province at the following address:

Contact: Mr. Steve DiCastri, Warden

Corrections Branch, Ministry of Public Safety and Solicitor General

Address: 200 Enterprise Way, Oliver BC V0H 1T2

or, to the Contractor at the following address:

Contact: Chief C. Louie

Osoyoos Indian Band

Address: 1155 Sen Pok Chin Blvd. Oliver, BC V0H 1T8

- 19.02 Either party may, from time to time, give to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 19.01 any previous address or fax number specified for the party giving the notice.

NON-WAIVER

- 20.01 A waiver of any term or breach of this Agreement is effective only if it is writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

APPROPRIATION

- 21.01 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PROVINCIAL SERVICES

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

CRIMINAL RECORDS REVIEW ACT

- 23.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 23.02 The Contractor must inform 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.
- 23.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 23.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 23.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA 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.

INTERPRETATION

- 24.01 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 24.02 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

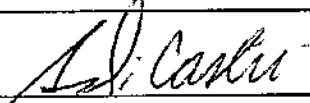
- 24.03 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 24.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 24.05 Sections 4.08, 7.01 to 7.04, 7.07, 7.08, 9.01 to 9.03, 10.01, 11.03, 11.05, 16.01 to 16.03, 17.02, 17.03, 17.05, 17.06, 19.01, 19.02, 24.05, and any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 24.06 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 24.07 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.
- 24.08 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.
- 24.09 In this Agreement:
- (a) "includes" and "including" are not intended to be limiting;
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) The Contractor and the Province are referred to as "the parties" and each of them as "a party";
 - (d) "attached" means attached to this Agreement when used in relation to a schedule; and
 - (e) "person" includes an individual, partnership, corporation or legal entity of any nature.
- 24.10 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 24.11 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 24.12 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.13 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.
- 24.14 If any provision of this Agreement or the application of it to a person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 8 day of September, 2017.

Contractor or Authorized Signatory:	
Print Name:	Clarence Louie
Print Title:	Osageas Indian Band Chief

SIGNED AND DELIVERED on behalf of Her Majesty the Queen in right of the Province of British Columbia by its duly authorized representative on the 8 day of September, 2017.

Assistant Deputy Minister (or delegate):	
Print Name:	S. DiCastri
Print Title:	Warden



Schedule of Services/Program

The Okanagan Correctional Centre Equine program is focused on providing skills to inmates for large animal care. Embedded within the care of the animal this program provides a therapeutic accent for inmates and will be utilized for appropriately classified inmates suffering from mental illness. The calming effect aids in decreasing tension, stress, anxiety and promotes psychological well-being.



Schedule of Standards

The Corrections Branch expects Contractors and their employees / subcontractors to maintain principled and honest relationships in dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients.

The on and off duty conduct, behaviour and activities of Contractors and their employees / subcontractors should not interfere with the Contractors obligations under the Agreement and should reflect positively on the contracted program and the Corrections Branch.

The Contractor shall immediately advise the Contract Manager if the Contractor or any of its employees / subcontractors is arrested or charged with a Criminal Code or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations. Further, the Contractor shall immediately advise the Contract Manager of any behaviour of its employees/subcontractors, regardless of law enforcement involvement, that may affect their ability to interact with other members of the Criminal Justice System or bring the Branch into disrepute. Such conduct may impact the individual's suitability as a service provider under the terms and conditions of this agreement.



Schedule of Payments

1. Fees will be based on a monthly rate of **\$3,000.00** for the period of **August 1, 2017 to March 31, 2018** and provided the Contractor is not in default, will be payable to the Contractor for each month during which the Contractor is engaged in the fulfillment of his obligations under this Agreement.
2. The monthly instalments represent payments for the term of the Agreement totalling **\$24,000.00**, with an annualized amount payable of **\$36,000.00** over the period of this contract.
3. In no event will the fees and expenses payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, **\$36,000.00**.
4. The Contractor will submit to the Province on or after the end of quarterly period, a written statement of account in the format set out in (**Appendix 1**), showing the calculation of all fees and expenses claimed for the period in which the statement is submitted.
5. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
6. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the *Financial Administration Act*.
7. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameter of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary. More information on the Lobbyist Registry can be found here: <http://www.eg.gov.bc.ca/lra/>



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), as amended from time to time;
 - (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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 its statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its 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 Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 Contractor receives a request for Access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such Access and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any Personal Information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the contractor 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 authorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure.

The Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



**Corrections Branch
Program Services Agreement
Contractor with Government
Insurance**

THIS AGREEMENT made in duplicate this **4th day of April, 2018**.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch
(herein called the "**Province**")

OF THE FIRST PART

AND:

*Osoyoos Indian Band
In British Columbia*
(herein called the "**Contractor**")

OF THE SECOND PART

The Province wishes to retain the Contractor to provide the services specified in the Schedule of Services and, in consideration for the remuneration set out in the Schedule of Payments, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement:

DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (d) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
- (e) "Criminal Records Review Act" or "CRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (f) "Facilities" means the premises, if any, described in the attached Schedule of Licenses;

- (g) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (h) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (i) "Material" means, collectively, the Produced Material and the Received Material;
- (j) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (k) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the attached Schedule of Programs;
- (l) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (m) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities and includes any amendments thereto;
- (n) "Services" means the services described in the attached Schedule of Services;
- (o) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (p) "Standards" means those standards, including any amendments thereto, established or adopted by the Assistant Deputy Minister and detailed in the attached Schedule of Standards;
- (q) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.02; and
- (r) "Term" means the term of the Agreement described in paragraph 3.02, subject to that term ending earlier in accordance with this Agreement;

REPRESENTATIONS AND WARRANTIES

2.01 As at the date of this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement;
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual:
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and

- (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

APPOINTMENT AND TERM

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on April 4, 2018 and ending on March 31, 2019.

SERVICES

- 4.01 The Contractor must provide the Services in accordance with this Agreement.
- 4.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 4.03 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 12.04.
- 4.04 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.05 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 4.06 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.
- 4.07 If the Province provides an instruction under 3.06 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonable practicable to do so.

CERTIFICATIONS AND QUALIFICATIONS

- 5.01 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 Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 5.02 The Contractor shall 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 Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.

- 5.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

GENERAL STANDARDS OF PERFORMANCE

- 6.01 The Contractor shall:
- (a) observe, perform and comply with the Standards and Security Procedures; and
 - (b) unless otherwise provided in any of the Schedules, report to the Contract Manager 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, and shall include in its report all related information of which the Contractor is aware.

PAYMENT

- 7.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- 7.02 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in the Schedule of Payments.
- 7.03 Without limiting section 7.01, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 7.04 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which the payment becomes due.
- 7.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 7.06 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 7.07 Without limiting section 10.01(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 7.08 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

ENVIRONMENTAL PRACTICES

- 8.01 The Contractor shall take all reasonable steps to operate the Program(s) and provide the services in an environmentally sensitive and safe manner, including:
- (a) reusing or 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 AND REPORTS

- 9.01 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the services.
- 9.02 If the Schedule of Payments provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in a form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.
- 9.03 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 of the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

INDEPENDENT CONTRACTOR

- 10.01 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.

INSURANCE AND INDEMNITY

- 11.01 The Province shall purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000, inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
- 11.02 The Province shall provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
- 11.03 The Province shall take reasonable steps to ensure the coverage specified in paragraph 11.01 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 11.04 The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 11.05 The Contractor shall be responsible for and pay any deductible under the policy.
- 11.06 The Contractor shall provide, maintain and pay for any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance policy specified in this section.

- 11.07 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
- 11.08 The Contractor shall indemnify and save harmless the Province, its employees and agents from and against any and all loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost and expense that the Province, or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed by:
- (a) any act or omission of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement,; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

OWNERSHIP, MATERIAL AND INTELLECTUAL PROPERTY

- 12.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the 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 attached hereto.
- 12.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 12.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 12.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 12.04(a).

ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 13.02 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

CONFIDENTIALITY AND SECURITY

- 14.01 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
- 14.02 The Contractor shall 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.
- 14.03 The Contractor 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 if attached.
- 14.04 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 14.05 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

CONFLICT OF INTEREST

- 15.01 The Contractor must not provide any services in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

FORCE MAJEURE

- 16.01 In this section and sections 16.02 and 16.03:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared or undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or
 - (iv) a freight embargo.if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.
- 16.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of 16.03.

- 16.03 An Affected Party must promptly notify the other party in writing upon the occurrence of an Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

DEFAULT AND TERMINATION

- 17.01 In this sections and sections 17.02 to 17.04:

- (a) "Event of Default" means any of the following:
- (i) an Insolvency Event,
 - (ii) The Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor, ceases, in the Province's reasonable opinion, to carry on business as a going concern.

- 17.02 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity, or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 17.02(a).

- 17.03 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

- 17.04 In addition to the Province's right to terminate this Agreement under section 17.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

- 17.05 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 17.04:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and,
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

- 17.06 That payment by the Province of the amount described in section 17.05(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.
- 17.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

DISPUTE RESOLUTION

- 18.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

NOTICES

- 19.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified below, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery, or;
 - (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

to the Province at the following address:

Contact: Mr. Steve DiCastrì, Warden

Corrections Branch, Ministry of Public Safety and Solicitor General

Address: 200 Enterprise Way, Oliver BC V0H 1T2

or, to the Contractor at the following address:

Contact: Chief C. Louie

Osoyoos Indian Band

Address: 1155 Sen Pok Chin Blvd. Oliver, BC V0H 1T8

- 19.02 Either party may, from time to time, give to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 19.01 any previous address or fax number specified for the party giving the notice.

NON-WAIVER

- 20.01 A waiver of any term or breach of this Agreement is effective only if it is writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

APPROPRIATION

- 21.01 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PROVINCIAL SERVICES

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

CRIMINAL RECORDS REVIEW ACT

- 23.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (CRRA) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the CRRA is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 23.02 The Contractor must inform 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.
- 23.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 23.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the CRRA is not hired for a job that involves working with children.
- 23.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the CRRA 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.

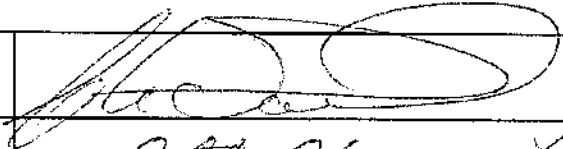
INTERPRETATION

- 24.01 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 24.02 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

- 24.03 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 24.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 24.05 Sections 4.08, 7.01 to 7.04, 7.07, 7.08, 9.01 to 9.03, 10.01, 11.03, 11.05, 16.01 to 16.03, 17.02, 17.03, 17.05, 17.06, 19.01, 19.02, 24.05, and any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 24.06 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 24.07 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.
- 24.08 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.
- 24.09 In this Agreement:
- (a) "includes" and "including" are not intended to be limiting;
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) The Contractor and the Province are referred to as "the parties" and each of them as "a party";
 - (d) "attached" means attached to this Agreement when used in relation to a schedule; and
 - (e) "person" includes an individual, partnership, corporation or legal entity of any nature.
- 24.10 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 24.11 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 24.12 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.13 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.
- 24.14 If any provision of this Agreement or the application of it to a person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 12 day of APRIL, 2018:

Contractor or Authorized Signatory:	
Print Name:	Ethel Clarence Louis
Print Title:	Chief

SIGNED AND DELIVERED on behalf of Her Majesty the Queen in right of the Province of British Columbia by its duly authorized representative on the 12 day of APRIL, 2018:

Assistant Deputy Minister (or delegate):	
Print Name:	S. DiCastro
Print Title:	Warden



Schedule of Services/Program

The Okanagan Correctional Centre Equine program is focused on providing skills to inmates for large animal care. Embedded within the care of the animal this program provides a therapeutic accent for inmates and will be utilized for appropriately classified inmates suffering from mental illness. The calming effect aids in decreasing tension, stress, anxiety and promotes psychological well-being.

Equine therapy as a means to healing many of the common social and behavioral disorders. Studies have been done to show the effects of building relationships with animals and horses. Endorphins are released into the body and decrease chemicals which cause stress and arousal when sessions with horses are experienced. Using horse therapy with helps maintain a constant and healthy chemical balance. Individuals who may struggle with alcohol or substance abuse problems, or have social or mental disorders can greatly benefit from horse therapy programs

Horses can often times be stubborn, reluctant to follow orders, and have to learn how to get along with a team. Members of horse therapy groups will learn how to properly lead, groom, and take care of the animals. Not only do horses provide therapy as a result of chemical connection between the human and horse, they also provide troubled individuals with an opportunity to learn how to control and work with animals. Learning how to work with horses will help them in their day to day lives as they deal and work with humans.



Schedule of Standards

The Corrections Branch expects Contractors and their employees / subcontractors to maintain principled and honest relationships in dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients.

The on and off duty conduct, behaviour and activities of Contractors and their employees / subcontractors should not interfere with the Contractors obligations under the Agreement and should reflect positively on the contracted program and the Corrections Branch.

The Contractor shall immediately advise the Contract Manager if the Contractor or any of its employees / subcontractors is arrested or charged with a Criminal Code or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations. Further, the Contractor shall immediately advise the Contract Manager of any behaviour of its employees/subcontractors, regardless of law enforcement involvement, that may affect their ability to interact with other members of the Criminal Justice System or bring the Branch into disrepute. Such conduct may impact the individual's suitability as a service provider under the terms and conditions of this agreement.



Schedule of Payments

1. Fees will be based on a monthly rate of **\$3,000.00** for the period of **April 4, 2018 to March 31, 2019** and provided the Contractor is not in default, will be payable to the Contractor for each month during which the Contractor is engaged in the fulfillment of his obligations under this Agreement.
2. The monthly instalments represent payments for the term of the Agreement totalling **\$36,000.00**, with an annualized amount payable of **\$36,000.00** over the period of this contract.
3. In no event will the fees and expenses payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, **\$36,000.00**.
4. The Contractor will submit to the Province on or after the end of quarterly period, a written statement of account in the format set out in (**Appendix 1**), showing the calculation of all fees and expenses claimed for the period in which the statement is submitted.
5. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
6. The Province will endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the *Financial Administration Act*.
7. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameter of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary. More information on the Lobbyist Registry can be found here: <http://www.ag.gov.bc.ca/lra/>



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), as amended from time to time;
 - (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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 its statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its 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 Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 Contractor receives a request for Access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such Access and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any Personal Information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the contractor 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 authorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure.

The Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



Laboratory Services Agreement

THIS AGREEMENT is dated for reference the 17 day of JULY, 2017

BETWEEN:

Valley Medical Laboratories (the "Contractor") with the following specified address and contact number:

105-337 Leon Ave.
Kelowna, B.C. V1Y 6J5
Telephone number: (250) 763-4813
Fax number: (250) 862-2843

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch (the "Province") with the following specified address and fax number:

Okanagan Correctional Centre
200 Enterprise Way
Oliver, B.C. V0H 1T2
Telephone number: (236) 216-2000
Fax number: (250) 485-0739

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;

- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

1.2 Meaning of "record":

The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor 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 attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Contractor will maintain a copy of the test results as required by law.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 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 Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout; or a freight embargo.
 - (iv) if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 60 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4 or the Contractor terminates this Agreement under section 11.8:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

Contractor's Right to Terminate

- 11.8 If the Province defaults in payment to the Contractor as set out in Schedule B, the Contractor will have the right to terminate this Agreement on 30 days written notice of termination to the Province. The Contractor may terminate this Agreement for any reason by giving at least 60 days written notice of termination to the Province.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's

behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

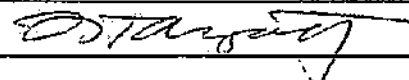
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED AND DELIVERED by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories) on the 18th day of July, 2017:

Contractor or Authorized Signatory:	
Print Name: <u>L.H. ARGATOFF</u>	
Print Title: <u>DIRECTOR/ MANAGING PARTNER</u>	

SIGNED AND DELIVERED on behalf of Her Majesty the Queen in right of the Province of British Columbia by its duly authorized representative on the 17 day of July, 2017:

Assistant Deputy Minister (or delegate):	
Print Name: <u>Steve DiCastro</u>	
Print Title: <u>Warden</u>	

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on April 1, 2017 and ends on March 31, 2018.
2. The parties agree to review the deliverables and fee rates on or before September 1, 2017, as the correctional centre becomes fully operational.

PART 2. SERVICES:

1. Valley Medical Laboratories will provide an on-site mobile laboratory specimen collection service for on-site visits that will include:
 - (a) Collection of blood specimens for hematology and chemistry tests (if applicable);
 - (b) Pick up of specimens for microbiology and urinalysis;
 - (c) All materials required for the specimen collections; and
 - (d) Providing two copies of the test results to the ordering physician at the Correctional Centre either by mail to the attention of the Healthcare unit or FAX at 250-485-0739.
2. Valley Medical Laboratories will develop an approach providing for the reading of ECG tracings that meets the Province's requirements within 60 days of the execution of this contract.
3. The Province agrees to:
 - (a) Ensure that the physicians orders are in place for all required laboratory testing and services;
 - (b) Provide, properly place, maintain ECG equipment within the health care unit of the Correctional Centre;
 - (c) Provide notification of patients requiring ECG tracings;
 - (d) Properly identify all patients;
 - (e) Ensure all microbiology and urinalysis specimens are properly labeled to include the full patient name as well as the date of birth or Personal Health number (accreditation standards require two unique patients identifiers)
 - (f) Communicate to Valley Medical Laboratories to identify any service delivery problems or any incident; and
 - (g) Have Corrections staff accompany and provide security to the mobile laboratory personnel while they are on site.

Schedule B – Fees and Expenses

1. FEES:

Fees will be calculated at a rate of \$200.00 per visit for 2 hours of Mobile Laboratory Services per week inclusive of travel time, specimen preparation and transportation. Additional on-site fees will be billed at \$50.00 per hour over the initial 2 hour on-site visit.

2. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month, the Contractor must deliver to the Province monthly invoice on a date after the Billing Period, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

3. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

**Schedule C – Approved
Subcontractor(s)**

Not applicable

Schedule D – Insurance

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada:
 - a. in relation to any Services provided by non-physician employees or subcontractors of the Contractor, maintain Professional Liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage; and
 - b. Comprehensive General Liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage. This insurance shall include the Province as an additional insured, a cross liability clause and be endorsed to provide 30 days advance written notice of cancellation or material change to the Province. This insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
 - c. All-risk Property insurance against physical loss or damage, including the perils of Earthquake and Flood, covering business contents, including electronic data processing equipment and media owned by or leased to the Contractor to full replacement cost value, extra expense coverage for expenses necessarily incurred by the Contractor to continue normal operations which are interrupted as a result of an insured property loss, and this insurance must include a waiver of subrogation in favour of the Province.
 - d. Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
2. The Contractor shall ensure that its physicians providing Services under this Agreement are at all times during the Term members of the Canadian Medical Protective Association.
3. The Contractor shall provide the Province with evidence of all required liability protection prior to the commencement of the Services and from time to time as requested by the Province. Such evidence shall be:
 - a. in the case of insurance under the Canadian Medical Protective Association, in the form of certification that each physician is a member in good standing of the Canadian Medical Protective Association; and
 - b. in the case of all other insurance, in the form of a completed Province of British Columbia Certificate of Insurance.
4. On the request of the Province from time to time, the Contractor shall provide the Province with certified copies of insurance policies required under section 1 of this Schedule.
5. All required insurance, with the exception of the coverage provided by the Canadian Medical Protective Association, shall be endorsed to provide the Province with 30 days advance written notice of cancellation.
6. Comprehensive General Liability insurance shall further be endorsed to provide the Province with 30 days advance written notice of any material change.
7. If, during the Term, physicians fail to maintain the insurance through the Canadian Medical Protective Association, the Contractor shall obtain equal or greater insurance protection against acts of negligence and malpractice in respect of the provision of the Services by the physicians (the "Replacement Insurance").

Schedule E – 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 Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor 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 Contractor is aware of and complies with the Contractor'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 Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor 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 Contractor must tell an individual from whom the Contractor 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 Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

1. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor 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 Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the

performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor 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 Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor 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 Contractor 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 Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor 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 Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor 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 Contractor 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 Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor 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 Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor 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 "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor 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 Contractor 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 Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F - ADDITIONAL PROVISIONS

On Site Safety of Contractors Staff

1. In the event that the Contractor's staff identify a perceived risk to their safety during the performance of services within the Correctional Centre they will report the issue to the manager of the health care unit and the Deputy Warden of Programs who will initiate a violence and workplace assessment as required by Work Safe BC under the Occupational Health and Safety Regulation.
2. The Contractor may withhold services until such time as they feel that the risk has been adequately dealt with.

Minister of Health Withdrawal of Approval

1. In the event that the Contractor is given notice by the Minister of Health that the Minister intends to cancel the Contractor's 'approval' in accordance with section 18 of the Laboratory Services Act, the Contractor will forthwith provide to the Assistant Deputy Minister of Corrections Branch a copy of that notice, and the Contractor may terminate this agreement by written notice to the Province, effective on the same date as the effective date of cancellation of approval by the Minister of Health.
2. At its sole discretion the Corrections Branch may issue a termination notice as described under section 11.4 of the Agreement that conforms to that given by the Minister of Health.

Final payments will be made as described in sections 11.5 and 11.6 of the Agreement.



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



C513568

December 22, 2015

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

Attention: Drs. Paul Henry and Scott Bezeau

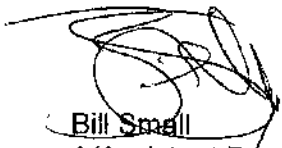
Re: Health Care Services Agreement between the Province and Chiron Health Services Inc. (the "Agreement")

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

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

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

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;
 - (ij) "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;
 - (ijj) "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 I;
 - (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

Final - February 1, 2015 SGCORR1515AFB65620

- 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.

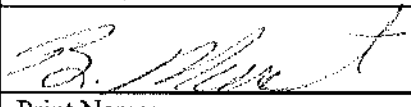
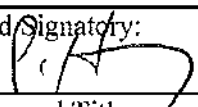
- 20.02 The Service Provider must inform its employees about the requirements of the CRRA if those individuals are employed in, or are applicants for employment in, a job that involves working directly with children or having or potentially having unsupervised access to children in the ordinary course 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: B. Merchant	Print Name and Title: P. HENRY MD CEO
Date: 02/02/2015	Date: Feb 2 / 15

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.cacccf.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 submitting 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

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Withheld pursuant to/removed as

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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
Issued by ICBC: B.C. driver's licence or learner's licence (must	- 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) - Passport - Foreign birth certificate (a baptismal certificate is not

have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	acceptable) • 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.