



Agreement Number	
Charged to	4113-85020

**CONTRACT FOR SERVICES
ASSISTED LIVING AGREEMENT**

Vancouver Island Health Authority BETWEEN _____

Residential Services – Assisted Living Services AND _____
(the "Owner/Society")

(the "VIHA")
At the following address:

3rd Floor Aberdeen Hospital
1450 Hillside Avenue
Victoria, B.C. V8T 2B7
FAX: (250) 370-5612

Telephone: _____
FAX: _____

WHEREAS:

- A. The VIHA is responsible for establishing regional health care priorities, specifying regional service standards, monitoring the performance of service providers, and administering and allocating grants made by the Province of British Columbia for the provision of health care in the Vancouver Island health region.
- B. *The Health Authorities Act* (British Columbia) empowers Regional Health Boards, including the VIHA, to enter into agreements with private and public bodies for the delivery of health services within the region.
- C. The Owner/Society is in the business of providing _____ Services.
- D. The purpose of this Agreement is to provide the framework for the co-operative working relationship between the VIHA and the Owner/Society in the provision of Supportive Living services for the residents of _____, _____, _____, BC owned and operated by the Owner/Society and to document the terms and conditions, including the principles, process, timing and funding, upon which the Owner/Society has agreed to provide and the VIHA has agreed to accept, certain services

IN CONSIDERATION of the mutual covenants hereinafter appearing, the parties agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "Agreement" means this agreement including any preamble and schedules to

this Agreement, as amended, supplemented or re-stated from time to time;

- (b) **“Applicable Law”** means all present and future laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgements and decrees applicable to any Person, property or event, whether or not having the force of law, all official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property or event and all general principles of common law and equity;
- (c) **“Approved Sub-contractor”** means a person listed on Schedule E hereto;
- (d) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in British Columbia;
- (e) **“Governmental Authority”** means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government and any governmental agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- (f) **“Resident”** means individual referred by and receiving services from the VIHA described in Schedule A.
- (g) **“Parties”** means all parties to this Agreement and **“Party”** means any one of them;
- (h) **“Services”** has the meaning given to it in section 3.1 hereof;
- (i) **“Term”** has the meaning given to it in Section 4.1 hereto;
- (j) **“Territory”** means the territory or regional catchment area of the VIHA;

1.2 Schedules

The following Schedules attached to this Agreement, will, for all purposes, form an integral part of this Agreement:

Schedule A	Services
Schedule B	Reporting Accountabilities
Schedule C	Terms and Conditions of Payment
Schedule D	Insurance
Schedule E	Approved Sub-contractors
Schedule F	Freedom of Information and Protection of Privacy

2. REPRESENTATIONS AND WARRANTIES

The Owner/Society hereby represents and warrants to the VIHA that:

- (a) if a corporation, the Owner/Society is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof;

- (b) if an individual or a partnership, syndicate or other form of unincorporated organization, the Owner/Society has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; and
- (c) this Agreement constitutes a legal, valid and binding contract of the Owner/Society enforceable against the Owner/Society in accordance with its terms.

3. SERVICES

3.1 Covenant to Provide Services

During the Term, the Owner/Society shall provide to the VIHA and the persons living within the Territory, the services described in Schedule A (the "Services").

3.2 Independent Contractor

The Owner/Society will be an independent contractor and not the employee, agent, partner or joint venturer of the VIHA and the Owner/Society will not hold itself out to the public as such.

3.3 Covenant to Comply with Applicable Laws

In providing the Services the Owner/Society shall, at all times:

- (a) comply with all policies, guidelines and directives established from time to time by the VIHA (including in particular, any policies of the VIHA regarding confidentiality), the Ministry of Health Services and any other Governmental Authority;
- (b) comply with the provisions of this Agreement including the decisions of arbitrators), all Applicable Laws, any instructions or directions that may be given by the VIHA to the Owner/Society from time to time with respect to the provision of the Services and all required permits and licenses;
- (c) obtain and maintain all required permits and licenses;
- (d) engage adequately trained and where appropriate (or required), qualified personnel to perform the Services;
- (e) perform the Services to a standard of care, skill and diligence exercised by persons providing on a commercial basis, services similar to the Services; and
- (f) ensure that all persons who perform the Services are competent to perform the Services and are properly trained, instructed and supervised.

3.4 Changes to the Services

No changes may be made to the Services without the prior written consent of the VIHA.

3.5 Use of Sub-contractors

The Owner/Society shall not subcontract any of its obligations under this Agreement other than to an Approved Sub-contractor, without the prior written consent of the VIHA and such consent

shall not be unreasonably withheld.

3.6 Obligations of Owner/Society Continue

The Owner/Society shall be as fully responsible to the VIHA for acts and omissions of sub-contractors and of persons directly and indirectly employed by them as for acts and omissions of persons directly employed by the Owner/Society. No sub-contract, whether consented to or not, relieves the Owner/Society from any of its obligations under this Agreement. The Owner/Society agrees that no person will provide any Services (directly or indirectly) hereunder as a sub-contractor or agent unless such person first agrees, in writing, to be bound by the terms of Sections 3.3, 8.4, 8.5, 8.6 and 8.8 as if such person had contracted with the VIHA directly.

4. TERM

4.1 Length of Term

The Owner/Society shall provide the Services during the period commencing on [REDACTED], 200[REDACTED] and ending, subject to earlier termination as herein provided, on [REDACTED], 200[REDACTED] (the "Term") This Agreement may be renewed for successive terms upon written agreement of the parties. The Owner/Society hereby represents and warrants that all Services provided prior to the date of execution of this Agreement, if any, were provided in accordance with the terms and conditions of this Agreement.

4.2 Coincidental Terms

To the extent possible, the Owner/Society shall ensure that all contractual and other obligations which it incurs in connection with this Agreement shall have terms coinciding with the Term.

5. FUNDING

5.1 Provincial Funding to the VIHA

The VIHA shall have the sole discretion as to the allocation of the funds it receives from the Province of British Columbia and the determination of health care and funding priorities. The Owner/Society shall not in any manner commit or purport to commit the VIHA to the payment of any of the funds the VIHA receives from the Province of British Columbia.

5.2 Method of Payment

The VIHA shall pay the Owner/Society for, and the Owner/Society shall invoice the VIHA for the Services in accordance with Schedule C and any applicable policy of the VIHA.

5.3 Budget Surpluses of the Owner/Society

Annual budget surpluses accumulated by the Owner/Society shall be administered according to the conditions outlined in Schedule C. The VIHA is not liable for any operating or working capital deficits incurred in the Owner/Society's operations as a result of this Agreement or otherwise.

5.4 Changes Impacting in Cost or Scope of Services

The parties hereby agree that prior to making any changes to the method of payment or

amount, delivery or administration of the Services and/or the standards of the Services, which the VIHA determines shall materially adversely impact upon the cost or scope of the Services, the VIHA shall consult with the Owner/Society. Where reasonably possible, the purpose of such consultation shall be to develop a timely plan for the implementation of the change such that the change has minimal negative effects on the Owner/Society, the Resident and the VIHA.

5.5 Consultation

For the purposes of this Agreement, the word “consultation” shall mean that the VIHA shall, when reasonably possible, request and consider in good faith input from the Owner/Society through written or verbal means. Notwithstanding the foregoing, the VIHA shall not be bound to follow the advice or direction of the Owner/Society in making any decisions hereunder or in formulating any of its practices or policies.

6. EMPLOYEES and REPRESENTATIVES

6.1 Status of the Employees

The Owner/Society agrees that neither the Owner/Society nor any person employed by or associated with the Owner/Society in the performance of the Services or otherwise is an employee of, or has an employment relationship of any kind with the VIHA or is in any way entitled to employment benefits of any kind whatsoever from the VIHA including but not limited to statutory programs and coverages, whether under employment standards statutes, worker’s compensation plans, unemployment/employment insurance schemes, health plan contributions or otherwise (“Employment Benefits”). The VIHA will have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of, or for the benefit of, the Owner/Society or any other persons.

6.2 Responsibility for Employees

The Owner/Society will be solely responsible for the acts and omissions of the Owner/Society’s employees and agents performing the Services. The Owner/Society agrees that no person will provide any Services (directly or indirectly) hereunder as an employee unless such person first agrees, in writing, to be bound by the terms of Section 8.8 as if such person had contracted with the VIHA directly.

6.3 Change to the Chief Executive Officer

The Owner/Society shall promptly provide written notice to the VIHA Manager of any change to its Chief Executive Officer/Administrator/Manager.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance

At all times during the Term and any renewals thereof the Owner/Society shall obtain and maintain liability and property insurance in a form, amounts and on the terms set out in Schedule D and on such other terms, as may from time to time be directed by the VIHA in writing to the Owner/Society. The VIHA shall be named as an additional insured on all such policies. The Owner/Society shall provide, maintain and pay for any additional insurance which the Owner/Society is required to carry by law or which the Owner/Society considers necessary to cover any risk the Owner/Society may assume as a result of entering into this Agreement.

7.2 Indemnification

The Owner/Society will indemnify and save harmless the VIHA, its governors, directors, officers, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the VIHA may sustain or incur, at any time, either before or after the termination of this Agreement by reason of (a) any breach of this Agreement by the Owner/Society, or any agent, employee, director, officer or sub-contractor of the Owner/Society; (b) the acts or omissions of the Owner/Society, or any agent, employee, director, officer or sub-contractor of the Owner/Society; including any damage to any and all persons or property, whether deliberate, accidental or through negligence; or (c) any liability on the part of VIHA, under the *Income Tax Act* (Canada) or any other statute to make contributions, withhold or remit any monies or make any deductions, or to pay any related interest or penalties thereon, as a result of the failure or delay of the Owner/Society to deduct, withhold or contribute any amount in respect of payments by the VIHA to the Owner/Society pursuant to this Agreement except, with respect to (a) and (b), to the extent any such claim arises solely from the negligence of the VIHA.

7.3 Workers' Compensation

The Owner/Society will comply with the *Workers' Compensation Act* (British Columbia), and in particular will obtain and maintain during the Term the necessary coverage for the Owner/Society and the Owner/Society's employees, and will, upon request by the VIHA, provide particulars (including Workers' Compensation Board registration number).

8. REPORTING, RECORD KEEPING AND CONFIDENTIALITY

8.1 Change of Control of the Owner/Society

The Owner/Society shall provide the VIHA with 180 days prior written notice of the Owner/Society's intention to:

- (a) transfer all or substantially all of the assets used for, or in connection with, the Services to a third party;
- (b) transfer, sell or otherwise dispose of the voting control or effective control of the Owner/Society to a third party; or
- (c) amalgamate with another person or entity.

(each of (a), (b) or (c) is a "Change of Control")

The Owner/Society shall provide the VIHA with all information and documents which the VIHA reasonably request concerning any of items (a), (b) or (c) above.

8.2 Reporting Accountabilities

At all times, during the Term and any renewals thereof the Owner/Society shall provide the VIHA with reports and other information in accordance with Schedule B hereto (the "Reporting Accountabilities").

8.3 Obligation to Develop Guidelines

In consultation with the Owner/Society, the VIHA shall develop and establish guidelines to be followed by the Owner/Society (the "Additional Reporting Requirements") with respect to the disclosure of any information to the VIHA which is not explicitly governed by the Reporting

Accountabilities.

8.4 Document Management

The Owner/Society shall, at all times, document and manage client and all other records in accordance with all Applicable Laws including the *Freedom of Information and Protection of Privacy Act* (British Columbia), any relevant policy of the VIHA which is communicated in writing to the Owner/Society and Schedule F – Information Management Responsibilities (in accordance with the *Freedom of Information and Protection of Privacy Act*).

8.5 Disclosure of Records Upon Request

Upon the request of the VIHA to do so and to the extent permitted under Applicable Law, the Owner/Society shall provide the VIHA, regional staff or their designate, with access to including but not limited to Resident lists, accounting records, payroll records, staff lists, human resources records, dietary records, books and records and all other information in any form (other than proprietary information not reasonably required by the VIHA to assess the performance of the Services) related to the Services and this Agreement in each case whether complete or not. The Owner/Society shall provide the VIHA with access (which may include periodic operational and financial audits) to such records for such time and at such time as the VIHA requests, acting reasonably.

8.6 Disclosure of Records Pursuant to Applicable Laws

The Owner/Society shall, at all times, provide the VIHA with information relating to the administration and delivery of the Services as is required under Applicable Law and the policies adopted from time to time by the VIHA. Such information shall be made available to the VIHA through scheduled on-site reviews and/or the delivery of reports, in form, substance and on a time schedule acceptable to the VIHA, and the Ministry of Health Services. All reports prepared under this Section 8.6 shall be designed and completed by the Owner/Society so as to minimize duplication of work on the part of the VIHA and to comply with the Reporting Accountabilities and the Additional Reporting Requirements as set from time to time by the VIHA.

8.7 Confidentiality

The Owner/Society will treat as confidential and will not, without the prior written consent of the VIHA, publish, release, or disclose or permit to be published, released or disclosed either before or after the termination of this Agreement, any Confidential Information (as defined below) nor will the Owner/Society use or exploit, directly or indirectly, any Confidential Information for any purpose other than for the fulfilment of the Owner/Society's obligations under this Agreement. Notwithstanding the foregoing, the Owner/Society will be entitled to disclose Confidential Information if required by law including the *Freedom of Information and Protection of Privacy Act* (British Columbia), provided that the Owner/Society will promptly notify, consult with, and cooperate with the VIHA, prior to any disclosure, in any attempt to resist or narrow such disclosure or to obtain an order or other assurance so that such information will be accorded confidential treatment.

“Confidential Information” for the purpose of this Agreement means any and all information supplied to, obtained by or which comes to the knowledge of the Owner/Society as a result of this Agreement with respect to the VIHA including, without limitation, information (including patient names, addresses, telephone numbers and medical history), know-how, processes, standards, cost figures, documentation, program files, flow charts, drawings and all operational procedures except that Confidential Information does not include information which the Owner/Society can prove is information which is in the public domain at the date of disclosure

by VIHA to the Owner/Society, is received by the Owner/Society without obligation of confidence from a third party who is in lawful possession of such information free of any obligation of confidence and is not otherwise prohibited from transmitting such information to the Owner/Society by a contractual, legal or fiduciary obligation.

9. DISPUTE RESOLUTION

9.1 Referral to a Representative

Any dispute, controversy or claim arising between the Parties with respect to or in any way relating to this Agreement shall be referred to the appropriate representative of the VIHA and the appropriate representative of the Owner/Society. Unless such representatives mutually agree otherwise, if the representatives have not resolved such dispute within 30 Business Days after the dispute being referred to them, the dispute shall be referred to mediation.

9.2 Mediation

A dispute referred to mediation pursuant to Section 9.1 shall be mediated by a neutral person appointed by the British Columbia International Commercial Arbitration Centre and shall be administered under its Commercial Mediation Rules. If the dispute is not settled or a mediator cannot be agreed upon within 30 Business Days after the dispute is referred to mediation, then either Party may refer the dispute to arbitration. The VIHA and the Owner/Society will share the cost of the mediation, whether or not completed and regardless of outcome, equally.

9.3 Arbitration

At any time after the expiry of the 30 Business Day period referred to in Section 9.2 either Party may elect to commence arbitration by giving the other Party written notice (the "Arbitration Notice"). Within five Business Days after receipt by the other Party of the Arbitration Notice, the matter shall be submitted to arbitration under the *Commercial Arbitration Act* (British Columbia). The award of the arbitrator will be final and binding on the parties. The VIHA and the Owner/Society will share the cost of the arbitration, whether or not completed and regardless of outcome, equally.

10. TERMINATION AND ADMINISTRATION

10.1 Termination by the VIHA

This Agreement may be terminated by the VIHA:

- (a) immediately, if the Owner/Society is in breach of a term, condition or covenant of this Agreement and such breach is not remedied (or a plan with implementation deadlines acceptable to the VIHA to remedy such default not provided) within 30 Business Days of receiving notice thereof in writing from the VIHA; or
- (b) immediately, upon the consummation of a Change of Control by the Owner/Society.

10.2 Termination by Either Party

Either Party may terminate this Agreement upon days prior written notice to the other Party.

10.3 Effect of Termination

If this Agreement is terminated for any reason the parties shall negotiate a plan for the continuation of Services for a period of time not exceeding 180 days after the effective date of termination (the "Wind-Up Phase") as is reasonably requested by the VIHA. The VIHA shall reserve a portion of the Funds to pay for any Services rendered by the Owner/Society during the Wind-Up Phase.

10.4 Return of Information Upon Termination

Upon termination of this Agreement the Owner/Society shall deliver to the VIHA all client and caregiver lists and information reasonably requested by the VIHA including, but not limited to, any information required by the VIHA or its designate to provide continued care to the clients of the VIHA, to the extent permitted by Applicable Law.

11. GENERAL PROVISIONS

11.1 Time of the Essence

Time shall be of the essence in this Agreement.

11.2 Enurement

This Agreement shall be for the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

11.3 Severability

If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

11.4 Entire Agreement

The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

11.5 Survival of Provisions

Sections 7.2, 8.5, 8.6 and 8.8 continue in force indefinitely, even after this Agreement expires or is terminated.

11.6 Waiver

The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.

11.7 Amendment

No amendment to this Agreement shall be enforceable unless the same is in writing and signed

by the Parties hereto.

11.8 Governing Law

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

11.9 Assignment

The Owner/Society may not assign its rights under this Agreement without the prior written consent of the VIHA. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

11.10 Notices

Each notice to a Party must be given in writing. A notice may be given by delivery to an individual or by fax, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax addressed to the following Party:

(a) **if to** [REDACTED] :
Name: [REDACTED]
Address: [REDACTED]
Attention: [REDACTED]
Fax No.: [REDACTED]

(b) **if to VIHA:**
Name: VIHA – Housing and Community Resource Development
Address: 3rd Aberdeen Hospital, 1450 Hillside Ave, Victoria, BC, V8T 2B7
Attention: Linda Campbell, Manager, Supportive Living
Fax No.: 250-370-5612

or to any other address, fax number or individual that the party designates. Any Notice:

- (c) if validly delivered, will be deemed to have been given when delivered;
- (d) if validly transmitted by fax before 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on that Business Day;
- (e) and if validly transmitted by fax after 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

11.11 Further Assurances

The Owner/Society will execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

11.12 Conflict with a Schedule

If there is a conflict between a Schedule to this Agreement and any other provision of this Agreement, this Agreement shall govern to the extent of the conflict.

11.13 Counterparts and Fax

Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Signed, sealed and delivered this _____ day of _____, 20__.

<p>SIGNED AND DELIVERED on behalf of the Vancouver Island Health Authority by an authorized representative of the VIHA:</p>	<p>SIGNED AND DELIVERED by or on behalf of the Owner/Society:</p>
<p>_____</p>	<p>_____</p>
<p>Authorized Representative: (signature)</p>	<p>Owner/Society or Authorized Signatory: (signature)</p>
<p>Authorized Representative: (print name)</p> <p>Department:_____</p>	<p>Owner/Society or Authorized Signatory: (print name)</p>

SCHEDULE A ASSISTED LIVING SERVICES

Assisted Living residences provide housing premises (a private housing unit with a lockable door) and a range of supportive services including hospitality services and at least one but not more than two prescribed services as defined in the *Community Care and Assisted Living Act* (the "Act") and Regulations (the "Services"). The Services are provided by owner/operators to seniors and people living with disabilities who can live independently but require regular help with day to day activities. The Services are intended to prevent or delay admission to residential facility care, and to enable people to age in place, to the degree possible, within this setting.

Owner/Society providing the Services are required to be registered as assisted living residences by the BC Office of the Assisted Living Registrar and to provide the Services in accordance with the guidelines, standards and policies required by the Registrar.

UNITS / LOCATION

The Services provider located at _____, in _____, British Columbia, will make available

_____bedsitting units;

_____studio units; and

_____one bedroom units; for a total of

_____units of housing.

The parties may amend the number and type of units provided by written agreement.

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION AGREEMENT (if applicable)

The Owner/Society will enter into an Operating Agreement with British Columbia Housing Management Commission to ensure the availability of _____ units of housing and for the provision of rent supplement assistance to those tenants referred by the VIHA who require such assistance.

GUIDING PRINCIPLES

The determination of Residents suitable for referral will be made by the VIHA in accordance with the *Community Care and Assisted Living Act* and Regulations. Final selection will be made in consultation with the Owner/Society. The majority of Residents will be age 65 and older. The Owner/Society and the VIHA agree that there may be instances where individuals younger than age 65 may be approved for assisted living services in this setting

The Owner/Society will provide the Services in a manner that:

- takes into consideration Resident rights and quality of life;
- ensures the ongoing quality, comfort and safety of Residents' physical environment;
- encourages Resident decision making to the degree possible; and
- protects the privacy of Residents and ensures personal and health information is kept confidential.

OCCUPANCY AGREEMENT

Once the VIHA identifies a Resident as being eligible to receive a subsidy for the Services, and, therefore, eligible to reside in one of the units reserved for VIHA clients, the Owner/Society shall ensure that an Occupancy Agreement in a standard form acceptable to VIHA is signed by the Owner/Society and the Resident.

The Occupancy Agreement will define the premises and Services that will be provided by the Owner/Society to the Resident, the monthly charge to the Resident, conditions of occupancy and exit, and Resident responsibilities. The Owner/Society shall provide the premises and Services in accordance with the Occupancy Agreement. The VIHA shall pay the Owner/Society for, and the Owner/Society will be obligated to provide the Services only to a Resident referred by the VIHA under this Agreement.

SERVICES DESCRIPTION

The Services will include but are not limited to the following:

1. Housing:

- a private housing unit with a lockable door, including utilities (i.e., heat, electricity and water)

2. Hospitality Services:

Meals/Snacks

- A meal service that offers Residents a variety of tasty nutritional foods and snacks, including a minimum of two meals per day without charge, with input from Residents regarding menu items and special dietary needs
- Menu plans that meet the Canada Food Guide for Healthy Eating recommended daily requirement guidelines
- Special and/or modified diets (e.g. diabetic, low fat, cut up or minced)
- Daily cleanup from meals.
- Tray service at no charge for those who are ill or unable to attend the dining room, on an occasional or short term basis.
- Assistance to get to the dining room, on an occasional or short term basis
- The Owner/Society will ensure all food services staff have a current Food Safe Certificate.

Cleaning

- Daily cleaning and tidying of common areas.
- Weekly cleaning of Resident rooms (vacuum, dust, clean bathroom and kitchen).
- Spot cleaning for spills or accidents.

Laundry

- The Owner/Society will launder sheets and towels weekly.
- Residents may use washer/dryer for an/no extra charge.

Social/Recreational Activities

- On site Activities Coordinator will be available to assist with the coordination of regular entertainment and outings as desired by the Residents. Residents will be provided with a list of activities to choose from.
- Support for Residents to participate in community activities or to attend appointments (e.g., call Handi-Dart or taxi if Resident is unable; provide up to date

information on community activities, etc).

Monitoring/Emergency Response

- 24-hour on-call emergency response capacity as described below:

The parties may amend the Owner/Society's emergency response capacity by written agreement.

- Contact appropriate person (i.e., family/friends, community health staff, physician) with observations or concerns about Resident health or any condition that a non-medical person would reasonably notice

The Resident and the Owner/Society may agree to additional hospitality services as part of the Occupancy Agreement. The Resident will be responsible for the costs of such additional hospitality services.

3. Personal Care Services:

The Owner/Society will provide, or arrange for, at least one but no more than two Prescribed Services as indicated below. Additional Prescribed Services are not permitted by the Act. However the Owner/Society may provide personal care services at a support level as indicated below.

	Prescribed	Support
(i) Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs)*	X	
(ii) Medication Administration, Monitoring, Central Storage & Distribution of Medication	X	
(iii) Maintenance & Management of cash resources & property		
(iv) Monitoring of Food Intake or Therapeutic Diets		
(v) Structured Behavioural Programs		
(vi) Psychosocial Rehabilitation		

***Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs) include, but are not limited to:**

- **Bathing**
- **Dressing**
- **Grooming**
- **Transferring**
- **Skin care**

- **Nail care**
- **Mouth care**
- **Feeding assistance**
- **Washroom assistance**
- **Incontinence management**
- **Medication reminder**
- **Medication assistance**

Prescribed Services shall be provided in accordance with a personal care plan developed by agreement between the Resident and the provider of the Prescribed Services, and approved by VIHA. All personal care services must be provided in accordance with the Assisted Living Standards published by the Registrar, the Personal Assistance Guidelines, and all applicable laws, regulations and Ministry and VIHA policies as amended from time to time.

Under this agreement, Prescribed Services will be (select one):

- provided directly by staff hired by the Owner/Society; or**
- arranged for by the Owner/Society; or**

(specify subcontractor partner:

The Owner/Society may change the subcontractor/partner with the prior written consent of the VIHA.)

- provided either directly by the VIHA or through an agency contracted by VIHA to provide such services. If this option is selected, no payment will be made by the VIHA to the Owner/Society for the Prescribed Services.**

If the Owner/Society intends to change the method of providing Prescribed Services indicated above, it shall provide six months notice in writing of the proposed change to VIHA. VIHA's agreement to the proposed change will not be unreasonably withheld.

Access to VIHA PROFESSIONAL Care

The VIHA may provide the following professional care services to eligible Residents in the same manner as it does to clients living in the community:

- Home nursing care;
- Case management;
- Social work;
- Rehabilitation services (occupational therapy and physical therapy); and
- Nutrition services

In addition, the VIHA agrees to offer staff training and education programs and other areas of professional development and education, as available, at cost, in the interest of attaining the optimal development and delivery of the Services.

SCHEDULE B

REPORTING ACCOUNTABILITIES

I. Financial Reporting:

A. Annual:

The Owner/Society agrees to prepare and submit income statement for the contracted units on an annual basis.

II. Other VIHA Operational, Outcome or Evaluation Reporting Requirements of Funded Agency:

The Owner/Society agrees to provide information as outlined in the Evaluation Framework developed for the demonstration project.

III. Dimensions of Quality Reporting:

The Owner/Society agrees to prepare and submit information as outlined in the Evaluation Framework developed for the demonstration project.

Annual Quality Report Guidelines

Quality Dimensions	Outcome Objective	Indicators/Measures
<p>Access <i>The ability of the individual to obtain services at the right place and at the right time, based on respective needs; may include convenience, transportation, parking, languages spoken etc.</i></p>	<p>Provide timely access to services for authorized clients; Eliminate unnecessary barriers to service for authorized clients.</p>	
<p>Effectiveness <i>The interventions or actions achieve desired results.</i></p>	<p>Improve/maintain the quality of life for authorized clients; Increase/maintain client independence.</p>	
<p>Efficiency/Utilization/Cost <i>Achieving the desired results with the most cost-effective use of resources available.</i></p>	<p>Use available resources efficiently. (i.e. reduce/maintain percentage of indirect care costs.)</p>	
<p>Acceptability/Customer Satisfaction <i>Services provided meet the expectations of the client, community, providers and paying organizations; the quality, results, costs, convenience of service provider attitudes may be considered when assessing acceptability.</i></p>	<p>Improve/maintain client and family satisfaction in the areas of: responsiveness, cultural diversity, choice, self-determination, care and empathy.</p>	
<p>Appropriateness <i>The extent to which services are relevant to the clients needs and are based on established standards.</i></p>	<p>Meet/exceed applicable quality assurance; Identification of changing care needs.</p>	
<p>Continuity/Integration <i>The ability to provide uninterrupted, co-ordinated service across programs, practitioners, organizations and levels of service, over time.</i></p>	<p>Increase/ensure continuity of client and caregiver relations to the clients satisfaction.</p>	
<p>Safety/Risk Management <i>The potential risks of an intervention or the environment are avoided or minimized. An individual's knowledge and skills are appropriate to the service being provided and regularly evaluated.</i></p>	<p>Report/resolve client safety issues. Reduce the number of avoidable client accidents. Increase staff knowledge and satisfaction.</p>	

SCHEDULE C

TERMS, CONDITIONS and PAYMENT FOR SERVICES RENDERED

1. MAXIMUM FEES:

The maximum fees for the Supportive Living Units over the term of this agreement is based on [] units funded at \$ [] per month for occupied suites and \$ [] per month for vacant suite that VIHA requires to be held for a VIHA resident. The Contractor shall be paid as laid out in the terms and conditions below and will receive the full cost of the services for all residents, the amount paid by VIHA will be based on the total cost less the amount paid by each resident.

2. EXPENSES: None Paid Under this Agreement.

3. Payments:

Resident Contributions

The VIHA will determine each resident's monthly amount using the 70% after tax financial calculation. The Contractor will collect this amount from the resident and invoice the VIHA for the subsidized portion.

4. INVOICING and PAYMENT

The Owner/Society will collect a monthly charge from each subsidized Resident based on the calculation made by VIHA as defined above and submit a monthly summary itemizing the amount of Resident Rent Contribution collected and the balance due from VIHA for services. Once all [] units are occupied VIHA will begin paying a fixed monthly payment based on the average invoice. At that time, you will be required to submit a monthly account of Resident Rent Contribution and unit occupancy. Your payment will be adjusted quarterly as required.

Once the full complement of [] units is occupied, any of these that become vacant may be rented privately with permission of the VIHA. VIHA will pay a vacancy rate to hold units as described above.

5. BUDGET SURPLUS:

A. Retention:

Any surplus operating budget must be reported to the VIHA as part of routine financial reporting, but may be retained by the Owner/Society and used for purposes related to Schedule A. Unless otherwise agreed to in writing by the parties hereto, these surpluses may not be used to purchase goods or services that result in the Owner/Society incurring additional (and ongoing) operating expenses which could require funding from the VIHA.

6. HOLDBACK: N/A

SCHEDULE D INSURANCE

1. The Owner/Society shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the VIHA:
 - 1.1 **“All Risks” Property** coverage including Earthquake, Flood & Bylaws in an amount equal to the replacement cost of the property owned by the Owner/Society (including, if applicable, any Residents improvements or other such property which a prudent Owner/Society would keep insured) and subject to stated amount coinsurance.
 - 1.2 **“All Risks” Business Interruption** coverage including Earthquake, Flood & Bylaws in an amount sufficient to cover the actual loss sustained based on a 12 month period of indemnity and including any necessary extra expense coverage.
 - 1.3 **Comprehensive Boiler and Machinery** coverage written on a repair or replacement basis and including business interruption coverage on an actual loss sustained basis.
 - 1.4 **Automobile Liability on all vehicles owned, operated or licensed in the name of the Owner/Society in an amount not less than \$ 2,000,000.**
 - 1.5 **Comprehensive General Liability** in an amount not less than \$ 5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage. The VIHA is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - (a) Product and Completed Operations Liability;
 - (b) Owner/Society's and Contractor's Protective Liability;
 - (c) Blanket Written Contractual Liability;
 - (d) Contingent Employer's Liability;
 - (e) Personal Injury Liability;
 - (f) Non-Owned Automobile Liability;
 - (g) Cross Liability;
 - (h) Employees as Additional Insureds;
 - (i) Broad Form Property Damage; and
 - (j) if applicable, Resident's Legal Liability in an amount adequate to cover a loss to premises of the VIHA occupied by the Owner/Society.
 - 1.6 **Professional Liability:** in an amount not less than \$ 5,000,000 insuring the Owner/Society's liability resulting from errors and omissions in the performance of professional services under this agreement.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the VIHA.
3. The Owner/Society shall provide the VIHA with evidence of all required insurance prior to the commencement of the work or services. Evidence of insurance coverage as noted under items 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 shall be in the form of a “Certificate of Insurance” attached. When requested by the Health Region, the Owner/Society shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the VIHA with 30 days advance written notice of cancellation or material change.
5. The Owner/Society hereby waives all rights of recourse against the VIHA with regard to damage to the Owner/Society's property.



Health Care Protection Program

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
 The personal information requested on this form is collected under the authority of and used for the purposes of contract review.

To be completed by Agent or Broker

CERTIFICATE IS ISSUED TO:					
CONTRACTOR NAME					
CONTRACTOR ADDRESS					
<i>And certifies that policies of insurance as herein described have been issued to the insured(s) named below and are in full force and effect as of the effective date of the agreement.</i>					
INSURED	NAME				
	ADDRESS				
OPERATIONS INSURED	PROVIDE DETAILS				
TYPE OF INSURANCE	COMPANY NAME AND POLICY NO.	EXPIRY DATE Y M D			LIMIT OF LIABILITY/AMOUNT
COMPRHENSIVE/ COMMERCIAL GENERAL LIABILITY					INCLUSIVE LIMITS \$ _____
AUTOMOBILE LIABILITY (OWNED OR LEASED VEHICLES)					PRIMARY \$ _____ EXCESS \$ _____
UMBRELLA LIABILITY					LIMITS \$ _____ EXCESS OF \$ _____
PROFESSIONAL LIABILITY					LIMITS \$ _____
PROPERTY					DETAILS \$ _____ \$ _____
OTHER					DETAILS \$ _____ \$ _____
<p>These policies comply with the insurance requirements of the governing contract, permit or licence with the Health Region / Health Council / Community Health Services Owner/Society or other stand alone entity. It is understood and agreed that where required by the governing contract/permit or license, the Health Region / Health Council / Community Health Services Owner/Society or other stand alone entity has been added as an additional insured and that thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.</p>					
SIGNED BY THE CONTRACTOR/PERMITTEE/LICENSEE				DATE SIGNED	
				Y	M
SIGNED ON BEHALF OF THE CONTRACTOR'S/PERMITTEE'S/LICENSEE'S INSURERS				DATE SIGNED	
				Y	M

TO BE REPLACED WITH ORIGINAL 'CERTIFICATE OF INSURANCE

SCHEDULE E

APPROVED SUB-CONTRACTORS

The approved sub-contractor(s) to whom the Owner/Society may sub-contract under this Agreement include:

Name of Sub-contractor

Type of Service

Schedule F
PRIVACY SCHEDULE

Custody and Control of Data

1. PURPOSE

The purpose of this Schedule is to: (a) enable the Customer to comply with its statutory obligations under the Act with respect to personal information; and (b) ensure that the Service Provider is aware of and complies with its statutory obligations under the Act with respect to personal information.

2. DEFINITIONS

“**Act**” means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time.

“**Associate**” has the meaning specified in the Act.

“**Authorized Site**” means Service Provider’s head office in British Columbia or at such other location in Canada as may be approved in writing by the Customer.

“**Agreement**” means the Agreement to which the Schedule is appended.

“**Commissioner**” means the BC Information and Privacy Commissioner appointed under the Act.

“**Conflicting Foreign Order**” means any order, subpoena, directive, ruling, judgement, injunction, award or decree, decision, request or other requirement issued from a foreign court, agency of a foreign state or other authority outside Canada or any foreign legislation the compliance with which would likely render Customer or its employees in non-compliance with the Act.

“**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.

“**Customer**” means the Vancouver Island Health Authority

“**Personal Information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Service Provider or otherwise held on behalf of Service Provider as a result of the Agreement or any previous agreement between the Customer and the Service Provider dealing with the same subject matter as the Agreement.

“**Personnel**” means any employees, agents, representatives or Associates of the Service Provider who provide the Services or to whom access is made available to Personal Information for the purposes of fulfilling Service Provider’s obligations under the Agreement.

“**Access Agreement**” means an agreement between Personnel and the Service Provider requiring the security of Personal Information.

“**Record**” includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information, including Personal Information, is recorded or stored by

graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.

“**Service Provider**” means the Owner/Society.

“**Schedule**” means this Privacy Schedule, as may be amended from time to time.

3. INTERPRETATION

In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

4. SERVICE PROVIDER SUBJECT TO THE ACT

(a) The Service Provider must in relation to Personal Information comply with: (a) the requirements of the Act applicable to the Service Provider, including any applicable order of the Commissioner under the Act; and (b) any direction given by the Customer under this Schedule. If the Customer learns of a Commissioner order applicable to the Service Provider’s services, it will notify the Service Provider.

(b) 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.

5. COLLECTION OF PERSONAL INFORMATION

(a) Unless the Agreement otherwise specifies or the Customer otherwise directs in writing, the Service Provider may only collect, create or hold, on behalf of Customer, 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.

(b) Service Provider may only collect Personal Information if expressly authorized by the Agreement. Where authorized to do so, and unless the Agreement otherwise specifies or the Customer otherwise directs in writing, the Service Provider shall: (i) collect Personal Information directly from the individual the information is about; and (ii) tell an individual from whom the Service Provider collects Personal Information the purpose for collecting it; the legal authority for collecting it; and the title, business address and business telephone number of the person designated by the Customer to answer questions about the Service Provider’s collection of Personal Information.

6. ACCURACY OF PERSONAL INFORMATION

Where applicable to the Services provided by Service Provider pursuant to the Agreement, the Service Provider shall make every reasonable effort to ensure the accuracy and completeness of any Personal Information that comes into their custody pursuant to this Agreement and which may be used by the Service Provider or the Customer to make a decision that directly affects the individual the information is about.

7. Requests for Access to Personal Information

If a request is received under the Act for access to, or correction of, Records that are in the custody of the Service Provider but control of the Customer, the Service Provider must provide Records to the Customer for management by the Customer’s Information and Privacy Officer. This shall occur within a reasonable time frame to enable the Customer to comply with the Act. If a request is permitted by the Act, the Service Provider shall be responsible for providing the Records at Service provider’s expense to Customer. The Service Provider shall cooperate with any public body investigation of a complaint regarding Personal Information.

8. CONTROL OF AND RIGHTS IN THE RECORD

All right, title and interest in, and control and custody of, all Records shall remain with the Customer. No interest or any right respecting the Record, other than as expressly set out herein, is granted to the Service Provider under this Schedule, by implication or otherwise. If Personal Information is collected by Service Provider and transmitted to Customer, such Personal Information is deemed to be under the control of Customer.

9. ACCESS TO AND USE OF PERSONAL INFORMATION

(a) The Service Provider is hereby granted temporary access to Personal Information pursuant to the terms and conditions of this Schedule, for the sole and express purpose of fulfilling its obligations under the Agreement and for no other use or purpose. Except for standard electronic back-up procedures of the Service Provider disclosed to and approved by the Customer, the Service Provider shall not copy or reproduce any written materials containing Personal Information without the Customer's prior written consent.

(b) The Service Provider understands and agrees that it shall not have remote access to any Personal Information from any location outside of Canada and the Service Provider shall not take any action to obtain any remote access to any Personal Information from any location outside of Canada.

(c) The Service Provider shall not remove, physically, electronically or in other manner whatsoever from the authorized premises of the Customer, any Personal Information, without the Customer's prior written consent. The Service Provider shall not store any Personal Information or permitted back-up copies of the Personal Information off-site unless expressly authorized by Customer. Where authorized by Customer, Service Provider must store back-up records off-site in Canada under conditions that are the same as or better than on-site storage conditions for original Records.

(d) The Service Provider will ensure that only Personnel who have entered into a Access Agreement may access the Personal Information. Unless approved by the Customer, the Service Provider may not enter into any form of a Personal Information sharing relationship with any other party.

10. RETURN OR DESTRUCTION OF THE RECORD UPON REQUEST

(a) Upon the request of the Customer for any reason whatsoever, the Service Provider shall deliver to the Customer or destroy promptly, according to Customer's instructions, all documents or other Records in any form or format whatsoever in the Service Provider's possession constituting or based upon Personal Information and shall confirm that delivery or destruction to the Customer in writing. If, for any reason, Service Provider fails to return or destroy any Record in accordance with this Section 10, the Service Provider's obligations pursuant to this Schedule will continue in full force and effect.

(b) In the event of destruction of electronic Personal Information by the Service Provider, the following instructions shall be adhered to:

- (i) Personal Information erasure may be accomplished by software erasure (where feasible) or by physical destruction of the media;
- (ii) Software erasure must be at a minimum to US DoD standard 5220.22-M (this standard is achievable through a number of products such as Norton WipeInfo);
- (iii) Physical destruction of paper media can be done by burning, by cross-cut shredding, or by

pulping;

- (iv) Physical destruction of disc media can be done by use of tools such as hammers, band saws, or drills in order to render the device no longer useable; and
- (v) Some media such as diskettes can be run through a degausser in order to render them no longer readable.

11. DISCLOSURE TO THIRD PARTIES

Except as specifically permitted by this Schedule, the Service Provider shall not disclose and shall not allow any Personnel to disclose in any manner whatsoever any Personal Information to any person, firm or corporation without the prior written consent of the Customer. Service Provider agrees that such consent shall only be provided if such disclosure is permitted under the Act and the third party agrees, in writing, to be bound by the Act. If the Service Provider becomes legally compelled or otherwise receives a demand to disclose Personal Information other than as permitted by the Act, including without limitation pursuant to any Conflicting Foreign Order, the Service Provider will not do so unless: (a) the Customer has been notified; (b) the parties have appeared before a Canadian Court; and (c) the Court has ordered the disclosure. Unauthorized disclosure is subject to penalties under the Act.

12. PRIVACY REPRESENTATIVE

If required by Customer, immediately upon execution of the Agreement the Service Provider shall appoint a representative to be responsible for the Service Provider's compliance with this Schedule and the Act (the "Privacy Representative"). The Service Provider shall grant its Privacy Representative sufficient authority to communicate and execute documents on behalf of the Service Provider as may be required from time to time for this purpose. The Service Provider shall promptly provide the Customer with the name of its Privacy Representative and shall promptly notify the Customer of any change of its Privacy Representative.

13. NOTICE OF BREACH

- (a) 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 Customer 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.
- (b) The Service Provider shall notify the Customer immediately of the disclosure of the Personal Information to any person or entity not authorized by the Agreement to have such Personal Information, including full details of such disclosure. The Service Provider shall co-operate with the Customer in preventing the recurrence of such disclosure and to the extent feasible, in recovering the disclosed Personal Information, including any copies thereof.

14. PERSONNEL BOUND BY THE ACT

- (a) The Service Provider and the Customer hereby further acknowledge and agree that in order to fulfill its obligations under the Agreement it may be necessary for the Service Provider to grant to Personnel access to Personal Information. The Service Provider hereby agrees that:
 - (i) it shall only make Personal Information available to Personnel to the extent it is necessary for the purpose of fulfilling the Service Provider's obligations under the Agreement;

- (ii) it shall not make Personal Information available to any Personnel while any such persons are physically located outside of Canada; and
- (ii) if and whenever requested by the Customer, the Service Provider shall cause each of the Personnel providing services on behalf of the Service Provider under the Agreement to enter into an Access Agreement, in a form and substance acceptable to the Customer wherein the Personnel agree, among other things, to comply with the requirements of all applicable laws including in particular the requirements of the Act as if that person were originally bound by the Act and the Service Provider is granted the right to terminate the Personnel for breach of that obligation.

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

(b) The Service Provider shall properly advise each of the Personnel providing services under the Agreement of the requirements of the Service Provider under this Schedule and the Act. If requested by the Customer, the Service Provider shall provide and conduct specific ongoing training for all such individuals in form and substance reasonably satisfactory to the Customer. The Service Provider shall, to the extent legally permissible, discipline all Personnel who do not comply with the Act and this Schedule.

(c) Notwithstanding the foregoing, the Service Provider specifically assumes all responsibility for the Personnel and for the breach by any of them of any provision of the Act or this Schedule. The Service Provider hereby agrees to defend, indemnify and hold harmless the Customer, and its directors and officers from and against any and all loss, cost, liability or expense suffered or incurred by the Customer, and its directors, officers, employees or representatives or any of them with respect to any breach or alleged breach by the Service Provider of any of its covenants or obligations under this Schedule, or its non-compliance with the provisions of the Act.

(d) Service Provider shall, upon request by Customer, provide copies of the executed Access Agreements to Customer.

15. SUBCONTRACTORS

The Service Provider may not subcontract any of its obligations under this Schedule without the prior written consent of the Customer. Service Provider hereby acknowledges that such consent shall only be provided if disclosure of Personal Information to such subcontractor is permitted under the Act and if such subcontractor agrees in writing to be bound by this Schedule and the Act, on the same basis that the Service Provider is bound.

16. AUDIT AND INSPECTION

The Service Provider shall permit the Customer and/or its representatives and agents to conduct periodic audits of Records related to performance by the Service Provider and the Personnel and permitted subcontractors, if any, of the Service Provider's obligations under this Schedule. The Customer 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 its management of Personal Information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection.

17. DEFAULT

(a) Notwithstanding anything in the Agreement to the contrary, the Service Provider and the Customer hereby agree that a breach by the Service Provider of any provision of this Schedule shall constitute a material default of the Agreement by the Service Provider permitting the Customer to terminate all or any portion of the Agreement immediately upon written notice to the Service Provider.

(b) Without limiting the generality of the foregoing, the Service Provider agrees that in addition to any other rights or remedies the Customer may have for material breach of this Schedule, the Customer has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened or actual material breach of this Schedule by the Service Provider.

18. TERMINATION

(a) Upon the expiration or earlier termination of the Agreement, the Service Provider shall promptly return to the Customer or destroy promptly, according to the Customer's instructions, all Records in the Service Provider's possession pursuant to the Agreement, whether created by the Service Provider or by others, constituting or based upon Personal Information and shall confirm that delivery or destruction to the Customer in writing.

(b) The Customer may terminate all or any portion of the Agreement immediately upon provision of written notice to the Service Provider or upon such other future date as the Customer may specify in writing in such notice if there is a change to the Act or any other applicable privacy legislation or the issuance of a directive or policy issued by the government of the Province of British Columbia or a finding or report by the British Columbia Privacy Commissioner, such that the Customer reasonably considers that the terms and conditions of the Agreement for the protection of Personal Information are deficient. The termination by the Customer, pursuant to this paragraph, of the services provided by the Service Provider in accordance with the Agreement, shall terminate the Customer's obligation to pay for such services.

19. NO WITHHOLDING

The Service Provider shall not be entitled to, and hereby waives any and all right to, withhold any Personal Information from the Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between the Customer and the Service Provider.

20. INVESTIGATION

The Service Provider shall co-operate with any Customer investigation of a complaint that Customer's Personal Information has been used contrary to the Act or this Schedule.

21. STORAGE AND ACCESS TO PERSONAL INFORMATION

The Service Provider shall maintain Personal Information only at an Authorized Site. No services that require access to Personal Information shall be provided or performed by the Service Provider in any location outside Canada and no Personal Information may be stored, transmitted or otherwise made available in any manner outside Canada and no person outside Canada shall have access in any manner to Personal Information except as expressly approved in writing by the Customer. The Service Provider will notify Customer prior to changing the Authorized Site.

22. SEGREGATION OF DATA

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

23. CORRECTION OF PERSONAL INFORMATION

Service Provider may only correct Personal Information if expressly authorized by the Agreement. Where authorized to do so, and unless the Agreement otherwise specifies or the Customer otherwise directs in writing:

- (a) Within 5 business days of receiving a written direction from the Customer to correct or annotate any Personal Information, the Service Provider must annotate or correct the information in accordance with the direction.
- (b) When issuing a written direction under paragraph (a), the Customer must advise the Service Provider of the date the correction request to which the direction relates was received by the Customer in order that the Service Provider may comply.
- (c) Within 5 business days of correcting or annotating any Personal Information, 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 Customer, the Service Provider disclosed the information being corrected or annotated.
- (d) If the Service Provider receives a request for correction of Personal Information from a person other than the Customer, the Service Provider must promptly advise the person to make the request to the Customer and, if the Customer has advised the Service Provider of the name or title and contact information of an official of the Customer 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.

24. PROTECTION OF PERSONAL INFORMATION

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.

25. PARAMOUNTCY OVER PRIVATE SECTOR PRIVACY REGULATION

- (a) The Service Provider acknowledges that: (a) the Customer is subject to the Act, (b) compliance with the Act and the Schedule in respect to Personal Information has paramountcy over laws of general application or any Conflicting Foreign Order.
- (b) The Service Provider shall promptly notify the Customer in writing of any new legislation or changes to existing legislation that are applicable to the Service Provider, including the USA Patriot Act, which may affect the Service Provider's ability to fully comply with this Privacy Schedule or that may otherwise result in unauthorized collection, access, use, disclosure or storage of Personal Information by a third party and shall cooperate and promptly comply with the Customer's directives in attempting to nullify or limit the effect of such new or changed legislation while ensuring there is no negative effect on the services provided pursuant to the Agreement.

26. FOREIGN DEMAND FOR DISCLOSURE

- (a) The Service Provider expressly acknowledges and agrees that, in connection with the provision of the services to be provided under the Agreement, it is and shall be bound by this Schedule and the Act, notwithstanding any Conflicting Foreign Order or legislation in any foreign jurisdiction, including the USA Patriot Act. Without limiting the foregoing, the Service Provider and its Personnel, in connection with the provision of the Services pursuant to the Agreement, are bound by this Schedule and the Act notwithstanding any Conflicting Foreign Order.
- (b) The Service Provider shall immediately inform the Customer if the Service Provider or any of the Personnel receive any Conflicting Foreign Order.

27. AMENDMENT

Upon enactment of any British Columbia law or regulation or amendment to such law or regulation affecting the use or disclosure of Personal Information, or the publication of any decision of a British Columbia court relating to such law or regulation, or the publication of any interpretive policy or opinion of any government agency charged with the enforcement of any such law or regulation, the Customer, by written notice to the Service Provider, may specify the amendment of this Schedule in such manner as the Customer reasonably determines necessary to comply with such law or regulation to the extent such law or regulation is directly applicable and enforceable against the Service Provider. This provision is additional to any rights of Customer to terminate pursuant to Section 18(b) of this Schedule.

28. Inconsistency

If a provision of the Agreement (including any direction given by the Customer 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. Where in the Customer's reasonable opinion, there is ambiguity regarding whether a provision conflicts, the conflicting provision will be inoperative to the extent determined by the Customer. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

29. SPECIFIC COVENANTS – PERSONAL INFORMATION HANDLING

The Service Provider shall:

- (a) take a physical inventory, at least annually, of all Personal Information, to identify any losses;
- (b) ensure that access systems require individual user identification to be unique and re-authenticated each time access is made to the Personal Information ;
- (c) implement appropriate controls for the issue, change, cancellation, and audit-process of user identifications and authentication mechanisms;
- (d) ensure authentication codes and passwords are confidential, are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition, are no fewer than 6 characters in length, are one-way encrypted, are excluded from automatic log-in procedures and are changed irregularly and at least semi-annually;
- (e) maintain and implement formal procedures for terminated employees, agents, representatives and Associates who have had access to Personal Information; and
- (f) design and implement an automated, always-on auditing system which can be accessed by the Customer to monitor access to and use of Personal Information, which system creates an audit trail that automatically records the identity of anyone who accesses Personal Information, recording the date and time of access, and which flags access or access attempts that fall outside set criteria (e.g. access outside regular business hours).

30. Excluded Records – Health Care Service Provider

This Schedule does not apply to any information, documents or records that:

- a) do not contain Personal Information;
- b) relate solely to the Service Provider's internal administration, finances or management, unless they contain Personal Information about an individual other than the Service Provider's own employees, officers, directors, agents, service providers, suppliers or contractors;
- c) relate solely to the Service Provider's internal labour and employment matters, unless they contain Personal Information about an individual other than the Service Provider's own employees, officers, directors, agents, service providers, suppliers or contractors; or
- d) the Customer and the Service Provider have expressly agreed in writing fall outside the scope of this Schedule.