

## AGREEMENT

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THIS AGREEMENT is entered into as of June 5, 2013

BETWEEN:

**VANCOUVER POLICE BOARD**

and

**CITY OF VANCOUVER**

3585 Graveley Street

453 West 12<sup>th</sup> Avenue

Vancouver, British Columbia V5K 5J5

Vancouver, British Columbia V5Y 1V4

(the “VPB”)

(the “City”)

OF THE FIRST PART

AND:

**ROCKDOC CONSULTING INC.**

#110 – 916 West Broadway Avenue

Vancouver, British Columbia V5Z 1K7

(the “Contractor”)

OF THE SECOND PART

### WHEREAS:

- A. The City of Vancouver (the “City”) is a municipal corporation continued under the *Vancouver Charter* SBC 1953 c.55.
- B. The City is required, under the provisions of the *Police Act* RSBC 1996 c.367, to provide policing within its boundaries, and it does so by way of a municipal police force known as the Vancouver Police Department (the “VPD”).
- C. The VPD is overseen by the VPB, which is a municipal police board that provides civilian governance and oversight of policing and was established under the provisions of the *Police Act*.
- D. The VPD, as part of its policing activities, operates a jail to hold persons it detains. The jail is located at 265 East Cordova Street in the City of Vancouver (the “Jail”).
- E. The VPD, in its operation of the Jail, requires that on-site health services be available for prisoners twenty four (24) hours per day, 365 days per year, and the Contractor wishes to supply such health services and the VPB wishes to engage the Contractor to supply such services.

**THEREFORE, IN CONSIDERATION OF THE PROMISES EXCHANGED HEREIN,  
THE PARTIES AGREE AS FOLLOWS:**

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### **SCHEDULES**

1. The following are the schedules to this Agreement, whether or not attached to this Agreement, each of which forms an integral part of this Agreement:
  - (a) Schedule 1 – Requirements;
  - (b) Schedule 2 - Schedules of Work;
  - (c) Schedule 3 – Pricing;
  - (d) Schedule 4 –Insurance Forms;
  - (e) Schedule 5 – Copy of the Letter of Credit;
  - (f) Schedule 6 – Sample of Criminal Records Review Process and Requirements; and
  - (g) Schedule 7 – Transition Plan.

### **GENERAL**

2. The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
3. Where appropriate, words importing the singular include the plural and vice versa, and words importing a gender or the impersonal include all genders and the impersonal.
4. This Agreement contains the entire agreement between the parties, and, unless explicitly provided for herein, there are no covenants, representations or warranties between the parties in relation to the subject matter of this Agreement other than those contained herein.
5. This Agreement may only be amended pursuant to a writing, or writings signed by each of the parties.
6. Every reference in this Agreement to any statute, whether or not defined, shall be deemed to be a reference also to all regulations made pursuant to that statute and to any statute passed in substitution for, replacement of or amendment of the first statute.
7. Nothing in this Agreement will be construed or deemed to derogate from or limit the powers, rights and privileges of the VPB or any court of competent jurisdiction under any statutes of the Province of British Columbia or Canada which pertain to the services to be provided hereunder, or of any person to whom the services are provided by the Contractor.
8. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will remain valid, legal and enforceable.

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9. For purposes hereof, the term "Contractor's personnel" shall be deemed to include both the Contractor's employees and individuals who are subcontractors of the Contractor.

### VPB/VPD

10. All of the rights and obligations of the VPB under this Agreement will be deemed to be duly exercised or performed if they are exercised or performed by either the VPB or authorized members of the VPD, and, for the purposes of the administration of this Agreement, the Contractor may consider that the Chief Constable of the VPD and any VPD member delegated by the Chief Constable with whom the Contractor has dealings in relation to this Agreement is duly authorized by the VPB to act on the VPB's behalf in respect hereof.

### THE SERVICES

11. This Agreement shall become effective on August 1, 2013 (the "Effective Date") and shall continue until the date that is the fifth anniversary of the Effective Date (such period, the "Term") subject to the remaining provisions hereof.
12. Beginning on the Effective Date and continuing until October 28, 2013 (the "Commencement Date"):
- (a) The Contractor will make preparations to provide the Services, including by, without limitation:
    - (i) cooperating with the outgoing provider of the Services who is expected to but not obligated to cooperate in the same manner, to ensure that the transition to the Contractor's provision of the Services can be carried out in a coordinated, effective and timely manner;
    - (ii) adhering to the transition plan set forth in Schedule 7 (the "Transition Plan"); and
  - (b) Subject to the conditions contained herein, and for the purpose of allowing the Contractor to make preparations to provide the Services, the VPD and the VPB will adhere to the Transition Plan, and will also provide the Contractor with reasonable access to:
    - (i) the Jail, existing procedures documents, the staff members of the current provider of nursing services at the Jail, subject to the agreement of the current nurses and nursing services provider, who are under no obligation to agree, for the purposes of learning and training material development;
    - (ii) where possible and subject to the exclusive discretion of the VPD and the VPB, meeting facilities at the Jail, for the purpose of interviewing nursing contractor candidates; and

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- (iii) other documents, materials and personnel reasonably required to prepare to provide the services, subject to the exclusive discretion of the VPD and the VPB.
- 13. The Contractor will provide to the VPD at the Jail, for the health care of prisoners in custody at the Jail (and for the others to the extent specifically noted below) , twenty four (24) hours per day, seven (7) days per week, 365 days per year (or 366 days per year in intercalary years) during and throughout the period beginning on the Commencement Date and ending upon the expiry or termination of this Agreement, services (the "Services") as follows:
  - (a) General nursing services within the scope of practice authorized for registered nurses in British Columbia, as follows:
    - (i) intake screening, consisting of basic health assessments of all newly arrested prisoners on arrival at the Jail, including, without limitation, examinations, diagnostics and medical treatment as appropriate;
    - (ii) first aid, including emergency first aid for VPD members;
    - (iii) nursing care for prisoners and VPD personnel including, without limitation: treatment of minor injuries, dressing changes, monitoring vital signs; and
    - (iv) ensuring that prisoners receive special diets, as prescribed, by a duly licensed medical doctor;
  - (b) Co-ordination services as follows:
    - (i) collection or arrangements for collection of specimens (including but not limited to: blood, sputum, urine) and submission of specimens to the appropriate laboratories for analyses;
    - (ii) coordination of arrangements for testing and filing of the results; and
    - (iii) a physician available by phone to the nurses to assist with the nurses' decision making, but such physician will specifically not be available for the purpose of direct patient assessment or patient diagnosis.
  - (c) Medication services as follows:
    - (i) administering medications that have been duly prescribed by a licensed physician;
    - (ii) filing requests for non-prescription items, in the nurses' sole professional discretion;

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- (iii) ensuring that medication is kept in a secure place within the Jail according to the requirements of the College of Pharmacists of British Columbia; and
    - (iv) maintaining a medication record and narcotics log;
  - (d) Administrative functions, as follows:
    - (i) creating, maintaining and updating paper-based health records as appropriate, entering notes on health records, keeping a medications record and narcotics log as appropriate, filing test results and other health related information on prisoner health care records (specifically, the Services shall not include advising, selection, analysis, training, implementation, or other services pertaining to the implementation and use of electronic health records);
    - (ii) coordinating the scheduling of professional and specialist visits and health care appointments for prisoners while in custody;
    - (iii) performing document checks in the health record (i.e. patient's consent or parent's consent as required);
    - (iv) ordering and maintaining adequate medical supplies (including, without limitation, emergency supplies and non-prescription drugs) at all times; and
  - (e) The services set forth in Schedule 1, as amended or supplemented from time to time by written agreement of the parties.
14. Unless otherwise explicitly provided for herein, the Contractor will supply all training, labour, materials, equipment and supplies, including uniforms ("scrubs"), necessary for the provision of Services, with the exception of office supplies, medical equipment, medications, offices, office furniture, and computers.
15. The Contractor will provide the Services by supplying two (2) registered nurses on duty at the Jail to perform the Services at all times during which the Contractor must provide the Services hereunder. These registered nurses shall be individual subcontractors or employees of the Contractor.
16. The Contractor, in consultation with the VPD, may determine the timing and duration of the work shifts of its personnel performing the Services in accordance with Schedule 2.
17. The Contractor will ensure that all Contractor personnel participating in the provision of the Services will carry out their duties in performing the Services and will conduct themselves at all times at the Jail strictly in accordance with all rules, policies, procedures, requirements and directions that the VPB, or any VPD member at the Jail, may in any way bring to their attention or give to them, in relation to jail security and safety in the handling and movement of prisoners within the Jail.

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18. The Contractor shall cause each contract entered into between it and any employee or subcontractor that will be engaged in the performance of the Services to require such employee or subcontractor to abide by the terms and conditions of this Agreement.

### **CERTIFICATIONS AND QUALIFICATIONS**

19. The Contractor will provide the Services by way of competent, duly qualified, certified and/or licensed practitioners or professionals with adequate and appropriate training.
20. The VPB, in its sole and absolute discretion may request all the Contractor's personnel to submit to security clearance checks as the VPB may require in connection with the Services, as the VPD may require, including, without limitation, criminal record, reference, character and field checks and in such circumstances, except as the VPB may explicitly permit, the Contractor will not permit any person to participate in the provision of the Services if he or she has not received a security clearance from the VPB, and the VPD, in its sole and absolute discretion, may grant or refuse any such clearance.

### **GENERAL STANDARDS OF PERFORMANCE**

21. The Contractor will provide the Services at all times to the reasonable satisfaction of the VPB and will ensure that the Services are provided at all times with a degree of care, skill and diligence normally applied in the performance of services of their nature, in accordance with sound professional practices and standards and in accordance with any and all laws applicable thereto.
22. Without limitation to any other remedies that might be available to the VPB, if at any time during the Term, in the reasonable opinion of the VPB, the Contractor is not performing the Services with the care, competence, skill, diligence or efficiency required hereunder, the VPB, on written notice to the Contractor may require the Contractor to rectify any deficiencies in its performance of the Services as identified in the notice, and the Contractor, on receipt of such notice and within such reasonable period of time as the VPB and Contractor may agree having regard to the urgency of the particular circumstance, will rectify any such deficiencies in accordance with the notice.

### **ADMINISTRATIVE SUPPORT**

23. The Contractor will provide administrative services to support the delivery of the Services, including, without limitation:
- (a) coordination of Contractor personnel for the performance of the Services;
  - (b) where needed, the obtaining of prisoner health records from other correctional facilities, other agencies, physicians and electronic sources;
  - (c) setting up current health records and updating them as needed, filing test results and requisitions;
  - (d) performing document checks in the health record (for example, prisoner's consent or parent's consent as required);
  - (e) creating and keeping health care records in relation to the Services; and

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- (f) ordering, procuring and maintaining adequate medical supplies as approved by the Jail Sergeant, the Jail Inspector or such other person as is delegated by the VPD to provide approval (including, without limitation, emergency supplies, prescription and non-prescription drugs), provided that the VPB will pay the Contractor for the cost of such supplies, plus 15%, in addition to the monthly fees set out in this Agreement, on a net 30 day invoicing basis and subject to the reconciliation provisions contained in this Agreement.

### **REPRESENTATIONS AND WARRANTIES**

- 24. The Contractor represents and warrants, acting in good faith with due care and attention that:
  - (a) all persons participating in its provision of the Services will at all times during the provision thereof possess the necessary skills, knowledge, qualifications and experience to perform the Services in accordance with this Agreement; and
  - (b) the Contractor is duly registered as an employer under the *Worker's Compensation Act* (British Columbia) and is in good standing with respect to all filings and the payment of assessments or contributions required to be made thereunder.
- 25. All representations and warranties made herein and all information, certificates or other documents provided by the Contractor (including those in Schedules 4 and 5) are material to this Agreement and have been relied upon by the VPB in entering into this Agreement.
- 26. In carrying out its obligations under this Agreement, the Contractor will comply and will ensure that all its personnel will comply at all times with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all governments and regulatory authorities applicable to the Services and obtain all necessary licenses, permits and authorizations required for the Services.

### **CRIMINAL RECORDS REVIEW ACT RSBC 1996 C86**

- 27. The Contractor will comply at all times in all respects with the provisions of the Criminal Records Review Act (British Columbia) in relation to its personnel and, except as otherwise permitted by the VPD, all of the Contractor's personnel at the Jail must have undergone civilian security screening using forms similar to the sample forms attached in Schedule 6.

### **ENVIRONMENTAL PRACTICES**

- 28. The Contractor will take all reasonable steps to operate and provide the Services in an environmentally sensitive and safe manner.

### **RENUMERATION FOR SERVICES**

- 29. The VPB will pay the Contractor monthly fees for the Services plus applicable taxes, as described in Schedule 3 attached hereto subject to Section 31 and Section 32 below.

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30. The VPB is not required to pay the Contractor any additional amounts for overtime worked by the Contractor's personnel or any other additional amounts beyond the amounts specified in Section 29, except as expressly stated in Section 23(f).
31. The VPB will pay each Contractor invoice in connection with the Services in full within thirty (30) days after receipt of the invoice, provided that invoices shall be submitted monthly in arrears, and shall each be accompanied by a statement of the Services provided during the period to which the relevant invoice relates, including a full and detailed listing of hours worked by each nurse during that period. The VPB's payment obligation under this Section 31 is conditional on (i) the Contractor having duly performed its obligations hereunder and (ii) the VPB not having reasonably disputed the relevant invoiced amount, however if there is any dispute in relation to a portion but not the whole of an invoice, the VPB shall duly pay the portion that is not in dispute and retain only the portion that is in dispute. The Contractor may be required by the VPB to provide the VPB with documentary evidence of Services provided in the event of a disputed invoice, within ten (10) days of receipt of written notice of dispute.
32. Notwithstanding Section 29 but without limitation to any of the other remedies that might be available to the VPB hereunder, in the event that the Contractor fails to supply the services of one or more registered nurses at the Jail at any time that such services are required hereby, the fees payable hereunder shall be reduced by the VPB by \$100.00 for each hour or part thereof during which the services of a registered nurse are not provided in full conformity herewith. Notwithstanding the foregoing, if such failure occurs through no fault of the Contractor and the Contractor can reasonably demonstrate that best efforts have been made to prevent and to resolve such failure in a timely fashion, then the fees payable shall be reduced by \$65.00 for each hour or part thereof during which the services of a registered nurse are not provided in full conformity herewith.

### **PERFORMANCE SECURITY**

33. Concurrently with the execution and delivery of this Agreement, the Contractor will deliver to the City a clean, unconditional, irrevocable, demand letter of credit (the "Letter of Credit") payable in the amount of \$50,000.00 and issued in favour of the City (by a bank listed in Schedule I of the *Bank Act* (Canada) and on terms satisfactory to the City's Director of Legal Services.
34. The Letter of Credit must contain an automatic extension clause for the Term of this Agreement and the City (on behalf of the VPB) must be able to draw upon it to reimburse the VPB for any costs, losses or damages suffered by the VPB or the VPD as a result of any breach of this Agreement by the Contractor. In addition to this, the Letter of Credit must entitle only the issuer to give notice of non-renewal and must state that the issuer will not enquire as to whether or not the City has a right to make demand on the letter of credit, that the City (on behalf of the VPB) may make partial as well as full drawings, and that the issuer will duly honour drafts drawn in conformity with the letter of credit if presented to the issuer, without acknowledging any claim of the Contractor.



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35. Notwithstanding the foregoing, the City agrees that it shall not draw upon the Letter of Credit unless the Contractor has failed to remedy a breach of this Agreement to the VPB's satisfaction, within 30 days of receiving written notice of the breach from the VPB. Upon the expiry or earlier termination of this Agreement the City will return the Letter of Credit, or that portion of the Letter of Credit not drawn down by the City (pursuant to Section 31 above).

### **CHANGE IN SERVICES**

36. If at any time six months or more after the effective date of this Agreement the VPB determines, in its own discretion, to introduce any material change in the technology used at the Jail that affects the provision of the Services, such as a material change in computer hardware or software, materials, equipment, machinery or tools, or determines to make a material change to work processes or work organization that affects the provision of the Services, written notice of such change shall be sent to the Contractor at least 30 days before the change is implemented. Each such notice shall contain supporting information including:

- (a) a full description of the change including its purpose and function, and how it will fit into existing operations and processes;
- (b) the implementation timetable for the change;
- (c) details of any training programs connected with the change (including duration, content, who will receive and who will perform the training); and
- (d) the anticipated impact on the Services.

The VPB shall also provide to the Contractor new or revised information about any such change as it becomes available.

37. If the VPB proposes to make changes of the type referred to in the foregoing Section 36 which would derogate from this Agreement, the notice referred to in Section 36 must be accompanied by a proposal from the VPB to the Contractor (with a copy to the City) in respect of resultant amendments to this Agreement. The Contractor will inform the VPB in writing within thirty (30) days after receiving such a written proposal if it has any concern about the relevant change and both parties will discuss reasonable compensation or any other changes that would be made to the Agreement by way of amendment.
38. If, at any time thirty six (36) months or more after the effective date of this Agreement the VPB or the Contractor, each acting in its own discretion, considers that it is necessary or advisable to make any changes, additions and/or reductions in the nature, scope or manner of provision of the Services, including, but not limited to, terminating this Agreement, the VPB or the Contractor, as the case may be, may deliver to the other a written request for a written pricing proposal in respect thereof, and, within no less than thirty (30) days after delivery of such request, the VPB or the Contractor as the case may be will inform the other parties hereto in writing whether it intends to provide such a proposal and, if it does intend to provide such a proposal, then within sixty (60) days thereafter it will do so in writing.

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39. The VPB or the Contractor as applicable may accept any such proposal referred to in Section 38 by delivering a written notice of acceptance to the Contractor or to the VPB, as the case may be, within no less than thirty (30) days after receipt of the proposal, in which case, this Agreement will be effectively amended thereby, the Contractor will put such contemplated changes, additions, or reductions to the Services into effect immediately or at such other time as the VPB and the Contractor acting reasonably may agree, and the monthly fees payable to the Contractor hereunder will be adjusted accordingly. If, after no less than sixty (60) days after delivery of such request, there is no response to the request, the parties agree that this Agreement will be terminated at the earliest time at which the VPB can find another provider for the Services.
40. Sections 38 and 39 will be effective also if the change of Services process involves one or more counterproposals, provided the process is completed with the explicit written acceptance of a counterproposal.

### **JAIL, MEDICAL STATION AND SUPPLIES**

41. The VPB will designate and, as provided for herein, equip an area or room within the Jail for use as a medical station (the "Medical Station").
42. The Contractor will have the right to occupy, control and use the Medical Station in providing the services, subject only to the overriding right of the VPD to have:
- (a) access, at all times for security and emergency purposes;
  - (b) access, at all times for inspections and assessment as to the quality of the performance for the Services; and
  - (c) such reasonable rights of service, use and access as may be granted by the VPB to other persons for other health services not provided by the Contractor under this Agreement insofar as they do not unreasonably interfere with the Contractor's ability to provide the Services as required hereunder.
43. The VPB will directly procure and pay for all medical supplies for the Jail to be used by the Contractor in providing the Services, except as specifically described in section 23(f) herein.
44. The VPB, at its expense, will provide the following for the Medical Station:
- (a) Heat, power, water and telephone;
  - (b) Structural maintenance and janitorial services; and
  - (c) All office furniture, instruments, material and equipment needed in connection with the Services, as determined by the VPB and the Contractor together, including, without limitation, computer equipment and Internet access.
45. The Contractor will be responsible to maintain the Medical Station and the furniture and equipment supplied therewith in reasonable condition and will deliver the same to the VPB at the expiry or sooner termination of this Agreement in good working order and repair, reasonable wear and tear excluded. Unless through negligence or willfully caused

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by the Contractor all costs for maintenance and repair of the equipment will be paid directly by the VPB.

46. Unless through negligence or willfully caused by the Contractor the Contractor will not be responsible for any loss of or damage to any furniture, equipment or supplies in the Medical Station.
47. Any equipment, instruments, materials or other property the VPB may provide to the Contractor in connection with this Agreement will be and at all times remain the exclusive property of the VPB, subject to use of perishables.

### CONTRACTUAL RELATIONSHIP

48. The Contractor is an independent contractor to the VPB pursuant to this Agreement and is not in any way a servant, employee, agent or partner to the VPB or the VPD in connection to the Services or otherwise.
49. The Contractor may not and the Contractor personnel may not in any way act or purport to act on behalf of or for, the VPB or the VPD for any purposes, except as may be explicitly permitted under this Agreement or otherwise in a writing signed by the VPB, and none of the VPB or the VPD may in any way act or purport to act on behalf of or for the Contractor for any purposes, except as may be explicitly permitted under this Agreement or otherwise in writing.
50. All Contractor personnel, throughout the Term, will be the responsibility of the Contractor, and not of the VPB or the VPD and without limiting the generality of the foregoing the Contractor at all times will:
- (a) ensure that all Contractor personnel observe, perform and comply in all respects with the provisions of this Agreement as applicable to any of the Services they perform;
  - (b) ensure that all Contractor personnel understand the command role of the Jail Sergeant and that the prisoners and all decisions regarding them are the responsibility of the Jail Sergeant and that the Jail Sergeant's instructions are to be followed provided that in the event of a disagreement about medical procedure or decision, the Contractor's personnel shall be permitted to call a physician on call, as designated by the Contractor, for advice;
  - (c) be solely responsible for the supervision and discipline and the remuneration of all Contractor personnel in connection with the Services;
  - (d) obtain and maintain all required *Workers Compensation Act* (British Columbia) registrations in connection with all Contractor personnel and the Services; and
  - (e) pay all taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, worker's compensation assessments and other assessments 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 in connection with all Contractor personnel and the Services.

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51. The Contactor will not be relieved of any of its obligations under this Agreement by reason of any labour dispute that directly or indirectly may involve or affect the Contractor or the VPB.
52. Subject to the terms and conditions of this Agreement, no party will be liable in any way for the performance or any obligation under this Agreement if it is unable to perform by reason of an act of God, occurrence of nature or geology, act of terrorism or any other occurrence entirely beyond its control.

### **ASSIGNMENT AND SUBCONTRACTING**

53. The Contractor may not in any way assign this Agreement in whole or in part or subcontract any of the Contractor's obligations under this Agreement to anyone with the exception of subcontracting (but not assignment) to the nursing supervisor or registered nurses who provide the Services, without first obtaining the VPB's explicit written approval therefore. Any attempt to assign this Agreement without such approval will be void and of no effect.
54. If at any time during the Term, the Province of British Columbia makes any changes in relation to health care services in the Province as a result of which the Contractor's role therein is legally required to be taken over by a successor organization, agency or entity, then the Contractor may assign this Agreement to, and the Contractor's obligations hereunder may be assumed by such organization, agency or entity on reasonable notice to the VPB.
55. No subcontract entered into by the Contractor in relation to this Agreement will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the VPB to any such subcontractor.
56. The Contractor will be fully responsible in all respects in relation to the subcontracting of any of the Services as required or permitted under this Agreement and will ensure that all of its subcontractors are bound in all respects by this Agreement as it may to apply to their performance of any of the Services.

### **BUSINESS RECORDS**

57. The Contractor at all times during the Term and for no less than five (5) years thereafter, will keep comprehensive business records in relation to the Services, in accordance with prudent business practices, including, without limitation:
- (a) records of all dates and hours of the Services as provided; and
  - (b) books of account and supporting documents relating to the identities of Contractor personnel participating in the Contractor's provision of the Services and the classifications of and wages and benefits provided to them.
58. On reasonable notice to the Contractor, the VPB will have free access at all reasonable times to such records and books of account, invoices, receipts and vouchers referred to in Section 57 for the purposes of copying or auditing the same.
59. On request, the Contractor will:

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- (a) fully inform the VPB of work performed or yet to be performed by or for the Contractor in connection with the provision of the Services; and
- (b) cooperate fully with the VPB, in evaluating and assessing the efficiency, quality and delivery of the Services.

### CONFIDENTIAL AND PERSONAL INFORMATION

- 60. The Contractor and the VPB will treat as confidential and will not any time publish, release or disclose or permit to be published, released, or disclosed any records or information supplied to them or otherwise coming into their possession as a result of this Agreement, except insofar as such publication, release or disclosure is necessary for them to fulfill their obligations under this Agreement or as required by any applicable law.
- 61. Subject to any applicable legal requirements, such as the *Personal Information Protection Act of British Columbia*, and unless this Agreement otherwise specifies or the VPB otherwise directs in writing, the Contractor may collect and record in connection with the Services, personal information of prisoners at the Jail ("personal information").
- 62. Unless this Agreement otherwise specifies or the VPB otherwise directs in writing, the Contractor must inform any person from whom it collects personal information of:
  - (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 VPB to answer questions about the Contractor's collection of personal information.
- 63. The Contractor will annotate or correct any of its own records containing personal information in accordance with any reasonable directions the VPB may give in that regard that are consistent with any applicable laws and professional standards and within five (5) business days of making any such annotations or corrections will provide the VPB with a copy of the annotated or corrected record. The VPB will make reasonable efforts to ensure the personal information it collects and/or keeps regarding prisoners at the Jail, with respect to whom the Services are provided, is accurate and complete.
- 64. All records the Contractor may create at the Jail in relation to the Services will be and at all times will remain the property of the VPB, and the VPB will be responsible for the keeping and storage of such records. The Contractor will ensure at all times that all such records are given to the VPB on a regular basis or filed and/or stored in accordance with VPB directions.
- 65. The Contractor will ensure that all personal information in its possession is kept secure from unauthorized access, collection, use, disclosure or disposal.
- 66. Unless this Agreement otherwise specifies, the Contractor will keep all personal information in its possession for as long as it is required by law to do so and/or until the VPB directs it in writing to dispose of it or deliver it as specified in the direction.

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67. Unless the VPD so directs in writing, the Contractor may use the personal information coming into its possession only in the performance of its obligations or the exercise of its rights under this Agreement.
68. Unless the VPB otherwise directs in writing, the Contractor may not disclose any personal information coming into its possession to any person other than the VPB, except if the disclosure is for the performance of the Contractor's obligations or the exercise of its rights under this Agreement or is required by law.
69. The Contractor will promptly inform the VPB at all times of any requests it receives for access to any personal information in its possession.
70. If anyone, other than a VPD member, makes a request to the Contractor directly to modify or correct any personal information in its possession, the Contractor will promptly advise the person to make the request to the VPD and, if the VPB has advised the Contractor of the name or title and contact information of an official of the VPB to whom such requests are to be made, the Contractor must also promptly provide the official's name or title and contact information to the person making the request.
71. In addition to any other rights or inspection the VPD may have under this Agreement or any law, the VPB may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in its possession to verify its compliance with the Agreement.
72. Notwithstanding any other provision hereof, all personal medical information received by the Contractor in the course of providing the Services will be handled in accordance with all applicable laws and regulations.
73. All obligations herein regarding personal information coming into the possession of any or the parties hereto at any time in connection with the Services will survive the termination of this Agreement.
74. The VPB is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the VPB's contractors to protect all personal information acquired from the VPB in the course of providing services to the VPB. The Contractor confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the VPB whether as part of the confidential information or otherwise.
75. The Contractor shall return all copies of the confidential information of the VPB to the VPB, in all tangible forms and media, and delete all confidential information resident in any databases or systems, upon the earliest of the following dates:
  - (a) the date of the completion of the Services;
  - (b) the date of the expiration or earlier termination of this Agreement; and

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- (c) the date of receipt of a written request of the VPB for return of the confidential information;

provided that the Contractor shall have the right to retain one copy of the confidential information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

This Section 75 shall survive the expiration or earlier termination of this Agreement.

### **INSURANCE**

76. The Contractor, at its expense, at all times during the Term, will maintain:

- (a) commercial general liability insurance protecting the Contractor, all Contractor personnel participating in the Contractor's provision of the Services, and additional insureds against all claims for personal injury, death and property damage that may arise in connection with the Services:
  - (i) with coverage of not less than \$2,000,000 per occurrence;
  - (ii) with a deductible of not more than \$5,000 per occurrence;
  - (iii) including Contractor personnel, the City and its elected officials, officers, employees and agents, the VPB and all members of the VPD as additional insured;
  - (iv) with a cross-liability or severability of interests clause;
  - (v) with a waiver by the insurer of any rights of subrogation with respect to any claims against any named or additional; and
  - (vi) with an extension to cover non-owned automobiles, contingent employer's liability, blanket contractual liability, Contractor's protective liability, broad-form property damage, broad-form completed operations and operations of attached machinery,
- (b) professional (errors and omissions) liability insurance protecting the Contractor and all Contractor personnel participating in the Contractor's provision of the Services against any liability resulting from errors or omissions in the performance of the Services:
  - (i) with a limit of not less than \$2,000,000 per occurrence;
  - (ii) with an aggregate of \$5,000,000; and
  - (iii) with a deductible of not more than \$50,000; and
- (c) all risks insurance covering the Contractor's property of every description brought to the Jail.

77. The insurance requirements set out herein do not limit any insurance requirements imposed on the Contractor by municipal, provincial or federal law.

## AGREEMENT

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78. It is the sole responsibility of the Contractor to determine what additional insurance coverage, if any, is necessary or advisable for the Contractor's own protection and/or to fulfill the Contractor's obligations under this Agreement. Any additional insurance will be obtained and maintained by the Contractor at its own expense.
79. Prior to commencement to the Term, the Contractor must provide the VPB with evidence of all insurance required under this Agreement, in the form of detailed certificates of insurance. Each certificate of insurance must identify the contract title, number, policy holder and contract subject-matter. Thereafter, and throughout the Term, proof of insurance, in the form of such certificates of insurance must be made available to the VPB from time to time forthwith upon request.
80. All Contractor insurance policies in connection with this Agreement must provide that the City and the VPB will receive no less than sixty (60) days' prior written notice of any cancellation thereof (except cancellation for non-payment of premiums, in which case applicable statutory provisions will apply) or reduction of coverage thereunder, and must also provide that any such or other notice in respect of such insurance will identify the agreement title, number and policy holder.
81. All insurance held by the Contractor in connection with this Agreement will be primary insurance with respect to any claims and liability arising out of the Contractor's operations pursuant to this Agreement. Any insurance or self-insurance maintained by the City or the VPB will be excess to the Contractor's insurance under this Agreement and will not contribute with it.
82. Neither the Contractor's holding of insurance under this Agreement nor the insolvency nor bankruptcy of an insurance company or its failure to pay any claim accruing thereunder will relieve the Contractor from any of its obligations under this Agreement.
83. The Contractor must properly disclose all risks in each insurance application, ensure that it does not violate or void any policy and otherwise comply at all times with the requirements of its insurers and underwriters.
84. If at any time the Contractor fails to provide a certificate of insurance as required hereunder, the VPB may (but is not obligated to or liable for the manner in which it does so) obtain such insurance on behalf of the Contractor and the cost of doing so will be paid by the Contractor to the VPB by no later than five (5) days after the City or VPB requests such payment.
85. The Contractor hereby waives all rights of recourse against the Indemnified Parties (as defined below) with regard to any damage to the Contractor's property, except any damage thereto resulting from negligence on the part of any VPD member.
86. The Contractor shall indemnify and keep indemnified and hold the City, the VPB, the VPD and their respective officials, officers, employees and agents (the "Indemnified Parties") harmless against all losses, liabilities, claims, demands, costs and expenses, which occur in connection with the supply of the Services hereunder, including without limitation as a result of any failure to provide the Services entirely in accordance with this Agreement, except, in each case, to the extent that such loss, damage, claim,



## **AGREEMENT**

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occupational illness, injury or death is primarily attributable to the negligent acts or omissions of the Indemnified Party. The VPB shall act as the trustee of the Indemnified parties (other than the VPB itself) for purposes of the benefit of Section 85 and this Section 86.

87. The Contractor will comply with the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

### **CONFLICTS OF INTEREST**

88. The Contractor will not at any time during the Term permit Contractor personnel participating in the performance of the Services to perform a service for or provide advice to any person, firm or corporation if, in the VPB's reasonable opinion, the performance of the service or the provision of the advice may or does give rise to a conflict of interest.

### **DISQUALIFICATION OF CONTRACTOR PERSONNEL**

89. Without limitation to any other remedies that might be available to the VPB hereunder, the VPB, by written notice to the Contractor, may, acting reasonably, request that in its performance of the Services, the Contractor discontinue the use of any Contractor personnel for any reason, and immediately on receipt of any such request the Contractor will ensure that all such persons will no longer be employed or otherwise engaged, directly or indirectly, in the performance of the Services and that all such persons can no longer access any restricted areas or information of the VPB or the VPD.

### **DEFAULT, TERMINATION & RENEWAL**

90. The VPB may terminate this Agreement on written notice to the Contractor at any time during the Term:
- (a) for any substantiated act of dishonesty, fraud or theft on the part of any Contractor personnel in connection with the Services;
  - (b) if the Contractor, after receiving thirty (30) days' notice to rectify any material deficiency in its performance of the Services, fails to so rectify its performance of the Services;
  - (c) if there occurs any material breach of this Agreement on the part of the Contractor that, in the VPB's opinion, is part of a continuing course of conduct in the performance of the Services in respect of which at least thirty (30) days prior written notice to discontinue has been given to the Contractor; or
  - (d) if the Province of British Columbia makes changes in relation to health care services in the Province such that the Contractor is no longer legally able to provide the Services.
91. The Contractor, in writing, may terminate this Agreement on written notice to the VPB at any time during the Term:
- (a) if the VPB is in breach of this Agreement in any material way the breach continues thirty (30) days after written notice from the Contractor to rectify it;

## **AGREEMENT**

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- (b) the Province of British Columbia makes changes in relation to health care services in the Province such that the Contractor may no longer legally provide the Services; or
  - (c) if the Contractor reasonably determines that there is a continuing risk to the safety of security of any Contractor personnel at the Jail in relation to the Services, except as can reasonably be contemplated as of the date hereof.
92. On expiry of the Term, by further written agreement, the parties hereto may renew this Agreement or extend the Term.
93. If this Agreement is terminated at any time prior to the expiry of the Term, the Contractor will be entitled to receive such pro rata portion of the monthly fees provided for herein as corresponds to the period during which the Contractor has provided Services in conformity herewith. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the VPB in respect to any overpayment, provided that this Section 93 will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the VPB, in the event of any default of the Contractor under this Agreement.

### **NON-WAIVER**

94. No provision of this Agreement and no breach of this Agreement by any party will be deemed to have been waived unless such waiver is made explicitly in writing, and no written waiver by any party in relation to any breach of this Agreement will be a waiver of any other breach of this Agreement.

### **DISPUTE RESOLUTION**

95. Except as may otherwise be explicitly provided for in this Agreement, any disputes between the Contractor and the VPB in relation to this Agreement of the Services will be resolved:
- (a) insofar as may be reasonably possible, by good faith negotiations between the Contractor and the VPB;
  - (b) failing that, after a period of no less than fourteen (14) days from commencement of negotiations, by good faith mediation conducted by an independent mediator satisfactory to both parties; and
  - (c) failing that, after no less than thirty (30) days from the commencement of good faith mediation, by arbitration conducted by an independent arbitrator under the *Commercial Arbitrator Act*.
  - (d) In addition to (a), (b), (c) above,
    - (i) the costs of any mediation carried out hereunder will be borne equally by both parties; and
    - (ii) the costs of any arbitration carried out hereunder will be borne entirely, on an actual cost basis, but the party unsuccessful in the arbitration.

## AGREEMENT

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### NO PROMOTION OF RELATIONSHIP

96. The Contractor will not in any public way, without the VPB's explicit, prior written consent, disclose, promote, or publicize its relationship with the VPB or the VPD under this Agreement for any marketing, promotional or other purpose whatsoever, and the Contractor will ensure that any subcontractors engaged by it pursuant to this Agreement participating in its performance of the Services are bound by and comply with this provision. Notwithstanding the foregoing, the Contractor and its staff shall be permitted to list the VPD/VPB and the Jail in their professional resume and other listing of work experience and may describe the Jail for the sole purposes of recruiting Contractor's personnel.

### NOTICES

97. Any notice, consent, waiver, report, other document or payment any party may be required or entitled to give or deliver hereunder will be conclusively deemed to have been validly given or delivered to an addressee(s), if delivered personally, on the date of delivery or, if mailed, on the fifth business day after the mailing of the same by prepaid post as follows:

(i) to the VPB at:

**Vancouver Police Board**  
3585 Graveley Street  
Vancouver, British Columbia V5K 5J5  
Attention: **Jim Chu**  
**Chief Constable, VPD**  
Fax No.: 604-665-3417  
Email: chief.constable@vpd.ca

ii) to the City at:

**City of Vancouver**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
Attention: **Nick Kassam**  
**Chief Purchasing Officer**  
Fax No.: 604-873-7057  
Email: nick.kassam@vancouver.ca

(iii) to the Contractor at:

**RockDoc Consulting Inc.**  
#110 – 916 West Broadway Avenue  
Vancouver, British Columbia V5Z 1K7  
Attention: **Dr. Samuel Gutman**  
**President**  
Fax No.: **1 888 316 5569**  
Email: [sam@rockdoc.ca](mailto:sam@rockdoc.ca)

98. Any party may, from time to time, give written notice to the others of any changes of addresses to and from and after the giving of such notice the address therein specified

## AGREEMENT

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will, for the purposes of the preceding Section 97, be conclusively deemed to be the address for the party giving such notice.

### LAW OF CONTRACT

99. The laws of British Columbia will apply to and govern this Agreement and the Courts of British Columbia will have jurisdiction over all disputes not resolved by mediation or arbitration.

### TIME OF THE ESSENCE

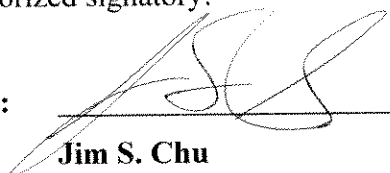
100. All time limits stated in this Agreement are of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written

### VANCOUVER POLICE BOARD

by its authorized signatory:

Signature:



Name: **Jim S. Chu**

Title: **Chief Constable**

**Vancouver Police Department**

### CITY OF VANCOUVER

by its authorized signatories:

Signature:



Name: **Nick Kassam**

Title: **Chief Purchasing Official**

**City of Vancouver**

Signature:



Name: **Francie Connell**

Title: **Director of Legal Services**

**City of Vancouver**

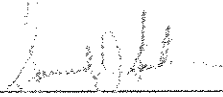
## AGREEMENT

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### ROCKDOC CONSULTING INC.

by its authorized signatories:

Signature: \_\_\_\_\_



Name: **Dr. Samuel Gutman**

Title: **President**

*Proof of authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Contractor shall be attached.*

RESOLUTIONS CONSENTED TO IN WRITING  
BY THE SOLE DIRECTOR OF  
ROCKDOC CONSULTING INC.  
(the "Company")  
as of May 7, 2013

WHEREAS:

- A. It is expedient for the Company to enter into an agreement with the City of Vancouver and the Vancouver Police Board with respect to a Contractor Agreement, on the terms and conditions set out in the agreement, a copy of which is attached to this resolution as Schedule "A" (the "Agreement");
- B. Pursuant to the terms of the Agreement, the Company will be required to execute and deliver certain ancillary agreements, documents, deeds and instruments in connection with the Contractor Agreement (the "Related Agreements").

RESOLVED THAT:

1. The Agreement on the terms and conditions set out in the Agreement be approved and the Company be authorized to enter into the Agreement.
2. The execution and delivery by the Company of the Agreement, the Related Agreements and all other agreements, documents, deeds and instruments that are necessary to complete the Agreement contemplated by the Agreement is hereby approved.
3. Any director or officer of the Company, signing alone, be authorized to execute and deliver the Agreement, the Related Agreements and all such other documents and instruments, with such changes thereto as the director or officer may approve (such approval to be evidenced conclusively by his or her execution thereof), and to do such further acts as may be necessary to give full effect to these resolutions or as may be required to carry out the full intent and meaning thereof.

  
SAMUEL GUTMAN

## AGREEMENT

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### SCHEDULE 1 – REQUIREMENTS

#### **Nursing Supervisor**

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The Services will be overseen on behalf of the Contractor, by a nursing supervisor designated by the Contractor who will be an experienced registered nurse (or a specific other person whose designation as the nursing supervisor is consented to in writing by the City) and who will have primary responsibility, on behalf of the Contractor, for scheduling, staffing, training, management and evaluation of staff, ensuring adherence to this Agreement and to Jail policy and procedures, reporting for the purposes of payroll, and regular interaction with the Jail Sergeant. The nursing supervisor will provide, and ensure the provision of, clinical care in conformity with this Agreement. This individual will be expected to be on site at the Jail on a regular basis. Notwithstanding the foregoing, the Jail staff will have access to a Contractor supervisor for urgent situations twenty four (24) hours per day, seven (7) days per week, 365 days per year (or 366 days per year in intercalary years). The nursing supervisor will have four (4) weeks of vacation per year and during such weeks an acting supervisor will be designated by the Contractor at no additional cost to the VPB.

## AGREEMENT

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### SCHEDULE 2 – SCHEDULES OF WORK

#### Daily Requirements

07:00-19:00 Two (2) registered nurses shall be on duty at the Jail

19:00-07:00 Two (2) registered nurses shall be on duty at the Jail

#### Monday-Friday

09:00-16:00 The nursing supervisor (as described in Schedule 1) shall be available to the Jail

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## AGREEMENT

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### SCHEDULE 3 – PRICING

TABLE 1 – Monthly Fees for the Services (including the services of two registered nurses and one nursing supervisor, as per Schedule 2):

<b>MONTHLY FEES</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
January	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
February	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
March	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
April	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
May	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
June	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
July	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
August	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
September	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
October	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
November	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50
December	\$104,647.00	\$98,164.58	\$96,945.92	\$95,942.50	\$95,942.50

Approved medication and medical supplies shall be paid for by the VPD in addition to monthly fees and shall be invoiced by the Contractor at cost plus 15%, as provided in Section 23(f) of the Agreement.

## **AGREEMENT**

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### **SCHEDULE 4 –INSURANCE FORMS**

(Attached)

Pages 27 through 31 redacted for the following reasons:

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21(1)

## AGREEMENT

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### SCHEDULE 5 – COPY OF LETTER OF CREDIT

(Attached)

Pages 33 through 34 redacted for the following reasons:

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21(1)

## AGREEMENT

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### SCHEDULE 6 – SAMPLE CRIMINAL RECORDS REVIEW PROCESS & REQUIREMENTS



## VANCOUVER POLICE DEPARTMENT

### CONSENT TO RELEASE INFORMATION

VPD 1601(07)

Attention:

Date:

Fax:

Agency:

This confidential document is the property of the Vancouver Police Department and is intended solely for the addressee. In the event you have received this facsimile in error, please advise the sender immediately. Any unauthorized disclosure, copying, distribution or dissemination of the information enclosed is strictly prohibited.

#### AUTHORIZATION TO PROVIDE REFERENCE

The individual named in, and who has signed, the below CONSENT TO RELEASE INFORMATION has applied for employment with the Vancouver Police Department.

In order to provide the highest standards of public service in policing, it is essential for the Vancouver Police Department to determine the suitability of applicants.

We appreciate you providing us with information about the applicant, to assist the Vancouver Police Department in determining his or her suitability for employment in a policing agency.

## AGREEMENT

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### CONSENT TO RELEASE INFORMATION

I \_\_\_\_\_ am applying for employment with the Vancouver Police  
(Given Name, Family Name)

Department (the "VPD"). Therefore, I authorize any person or entity to provide any information about me to the VPD, including, but not limited to, information about me concerning my: employment, work habits, education, finances, debts and credit history, criminal activity, driving record, character, social behaviour, reliability or integrity, and any other information deemed by the VPD to be of potential relevance to my possible employment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
mm/dd/yyyy

Applicant's DL No & POI: \_\_\_\_\_ DOB: \_\_\_\_\_

## AGREEMENT



VPD 1602(09)

### VANCOUVER POLICE DEPARTMENT CIVILIAN SECURITY SCREENING BACKGROUND INFORMATION FORM

*The information on this form is collected for the purpose of providing a security screening assessment*

PERSONAL INFORMATION (If more space is required, use a separate sheet of paper and sign each sheet)			
	Surname	Given 1 (no initials)	Given 2 (no initials)
Current Name			
Family Name at Birth			
Maiden Name			
All Other Names Used (i.e. nickname)			
DOB: _____ yyyy / mm / dd		Country of Birth	
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Telephone Number(s) (   )   - (   )   -		Telephone Number(s) (   )   - (   )   -
Current Driver's Licence No		Province or State of Issue	
Previous Driver's Licence No		Province or State of Issue	

RESIDENTIAL INFORMATION (Provide residential addresses for the last 5 years starting with the most recent)			
1. Street Address		From: _____ yyyy / mm / dd	To Present
City, Province or State	Telephone No: (   )   -	Postal Code	Country
2. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: (   )   -	Postal Code	Country
3. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: (   )   -	Postal Code	Country

HISTORY OF OFFENCES IN AND OUTSIDE OF CANADA (If more space is required, use a separate sheet of paper and sign each sheet)	
Have you ever been investigated, charged and/or convicted of an offence for which you have not been granted a pardon? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, list all incidents where you have been investigated, charged and/or convicted of any criminal, other federal, or provincial statutory offences:	



## AGREEMENT

City(s)	Province or State
Country(s)	Name of Police Force
Date of investigation, charge and/or conviction(s): <div style="text-align: center;">yyyy / mm / dd</div>	

### EDUCATION

Name of last school or university you attended full time	Student ID number	Location of Institute
Field of study (Diploma or degree obtained)		From: <div style="text-align: center;">yyyy / mm / dd</div> To: <div style="text-align: center;">yyyy / mm / dd</div>

### MARITAL STATUS/COMMON-LAW RELATIONSHIP

<b>Current Status</b> <input type="checkbox"/> Married <input type="checkbox"/> Common-Law Partnership <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Single			
Current Spouse/Common-Law Partner Information			If separated, widowed or divorced, specify date <div style="text-align: center;">yyyy / mm / dd</div>
Surname and Full Given Names		Maiden Name (if applicable)	Current Citizenship
Date of Birth: <div style="text-align: center;">yyyy / mm / dd</div>		City, Province/State, Country of Marriage/Common Law Partnership	
Date of Marriage/Common Law Partnership <div style="text-align: center;">yyyy / mm / dd</div>		City, Province/State, Country of Birth	
Present Street Address			
City, Province or State		Telephone No: (     )     -	Postal Code Country
Name and Street Address of Present Employer (job title)			
City, Province or State		Telephone No: (     )     -	Postal Code Country

### MARITAL STATUS/COMMON-LAW RELATIONSHIP (continued)

Previous Spouse/Common-Law Partner Information			
Surname and Full Given Names		Maiden Name (if applicable)	Current Citizenship
Date of Birth: <div style="text-align: center;">yyyy / mm / dd</div>		City, Province/State, Country of Marriage/Common Law Partnership	
Date of Marriage/Common Law Partnership <div style="text-align: center;">yyyy / mm / dd</div>		City, Province/State, Country of Birth	
If separated, widowed or divorced, specify date: <div style="text-align: center;">yyyy / mm / dd</div>		City, Province/State, Country of Divorce	
Present Street Address			
City, Province or State		Telephone No: (     )     -	Postal Code Country

### IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA

Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father In-law

## AGREEMENT

**(If more space is required, use a separate sheet of paper and sign each sheet)**

<b>1. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>2. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>3. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>4. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>5. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>6. Surname and Full Given Names</b>	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	

## AGREEMENT

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Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer	Job Title

<b>FOR COMPLETION BY APPLICANT BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZENSHIP</b>	
Date of Entry into Canada: _____ yyyy / mm / dd	Present Citizenship _____
If you are a naturalized Canadian, give the birth certificate number and date of issue: # _____ / _____ yyyy / mm / dd	
If you are not naturalized, have you applied for Canadian citizenship? Please provide copy of Immigrant Visa or Record of Landing documentation <input type="checkbox"/> Yes <input type="checkbox"/> No      Date of application: _____ yyyy / mm / dd	
Do you maintain citizenship in a country other than Canada? <input type="checkbox"/> Yes; <input type="checkbox"/> No      If yes, provide the name of the county and explain why. Name of country: _____	
Have you used a passport other than a Canadian one? <input type="checkbox"/> Yes; <input type="checkbox"/> No      If yes, explain: _____	

## AGREEMENT

### EMPLOYMENT – PART I

**(Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet)**

Were you dismissed or asked to resign from any position(s) listed below?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give name of employer, supervisor, position title and date Employer: _____; Supervisor: _____; Position Titles: _____; Date: _____ <span style="float: right;">yyyy / mm / dd</span>		

Would your employment be jeopardized if your current supervisor, below, is contacted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the name of an alternate employment contact and telephone number Contact: _____ Telephone No: _____ <span style="float: right;">( ) -</span>		

1. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To Present
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: ( ) -
2. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		
From: _____ yyyy / mm / dd		To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: ( ) -
3. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		
From: _____ yyyy / mm / dd		To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: ( ) -
4. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		
From: _____ yyyy / mm / dd		To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: ( ) -
6. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		
From: _____ yyyy / mm / dd		To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		

## AGREEMENT

Supervisor's full name and job title		Telephone No: (     )     -
7. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
8. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
<b>EMPLOYMENT – PART II</b>		
Please detail the history of your activities during periods of non-employment consisting of one month or more:		

CHARACTER REFERENCES IN CANADA		
List three character references (non-family members) and one neighbourhood reference		
1. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (     )     -
2. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (     )     -
3. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (     )     -
4. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (     )     -

AUTHORIZATION AND CERTIFICATION			
I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance.			
I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief.			
Signature	Date _____ yyyy / mm / dd	Telephone (home): (     )     -	Telephone (business): (     )     -

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### SCHEDULE 7 – TRANSITION PLAN

Beginning on the Effective Date, and continuing until the Commencement Date, the Contractor will do all things necessary to ensure that the dates in Table 1 below are met so that the Contractor can commence providing the services fully from the Commencement Date.

The VPB will exercise reasonable efforts for the purpose of ensuring that its outgoing provider cooperates with the Contractor as the Contractor performs its obligations under this Schedule 7.

**Table 1**

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Effective Date – August 1, 2013																
Recruiting																
Needs Analysis/Onsite observation																
Interviewing/hiring																
Training Materials Development																
Protocol and Supervision Policy Development																
Policy and implementation review with the Vancouver Jail Staff																
Training																
Mentoring																
<b>Commencement Date – October 28, 2013</b>																

The Contractor shall commence and complete each of the activities listed in Table 1 above by the respective weeks indicated. “Weeks” denote calendar weeks from the Effective Date.

**Table 2**

Schedule

Activity	Start	End	Duration (Days)
Initiation Phase (Recruiting) - (Effective Date August 1, 2013)	8/01	8/29	28
Service Requirements and Inventory (of current medical, office supplies)	8/1	8/15	14
Planning Phase	8/26	9/27	31
Analysis and Design	9/2	10/2	29

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Testing and Acceptance (sign off)	10/1	7/25	24
Transition Phase	10/10	7/17	7
Deployment - Commencement Date - October 2013	10/17	10/28	11
Closeout Phase	10/9	8/28	19