

**HEALTH SERVICES AGREEMENT  
Vancouver Jail  
265 East Cordova St.**

THIS AGREEMENT is made effective June 12, 2007

BETWEEN:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC  
V5Y 1V4

(the "City")

VANCOUVER POLICE BOARD  
2120 Cambie St.  
Vancouver, BC

(the "VPB")

AND:

VANCOUVER COASTAL HEALTH AUTHORITY  
11th Floor, 601 West Broadway  
Vancouver, BC  
V5Z 4C2

(the "Coastal Health")

WHEREAS:

- A. 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 managed and operated by the VPB, which is a municipal police board that the City has established under the provisions of the *Police Act*.
- D. The VPD, as part of its policing activities, operates a jail to hold persons it arrests. The jail is located at 265 East Cordova St. in the City of Vancouver (the "Jail").

E. The VPD, in its operation of the Jail, needs on-site health services available for prisoners 24 hours per day, 365 days per year, and the City, for the VPB/VPD, recently published a Request for Expressions of Interest inviting qualified health service providers to inform the City whether they are interested in providing such services to the Jail, and, if so, the basis upon which they would propose to provide them.

F. Coastal Health responded to the City's request for expressions of interest regarding the provision of health care services at the Jail by submitting an expression of interest setting out a proposal to provide such services.

G. Coastal Health is a regional health board, established by the Province of British Columbia pursuant to the *Health Authorities Act* RSBC 1996 c.180, which delivers health services within a region of British Columbia that encompasses the City of Vancouver.

THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

#### **VPB/VPD**

1. All of the rights and obligations of the VPB under this agreement will be duly exercised or performed if they are exercised or performed by authorized members of the VPD, and, for the purposes of the administration of this agreement, Coastal Health may consider that any VPD member with whom it has dealings in relation to this agreement is duly authorized by the VPB to act on the VPB's behalf in respect thereof.

#### **THE SERVICES**

2. Coastal Health will provide to the VPB at the Jail, for the health care of prisoners at the Jail, 24 hours per day, seven days per week, 365 days per year during and throughout the period beginning at midnight on June 12, 2007 and ending at midnight on June 30, 2012 (the "Term"), health services as follows:

- (a) general nursing services, including, without limitation:

- (i) intake screening, consisting of basic health assessments of all newly arrested prisoners on arrival at the Jail, including, without limitation:

- (1) examination, diagnostics and medical treatment as appropriate and within the scope of practice authorized for registered nurses in British Columbia;

- (2) coordination of visits of specialists;

- (3) emergency first aid;

- (ii) in-patient type care, consisting of, without limitation, treatment of minor injuries, dressing changes, medication administration, monitoring vital signs and ensuring that prisoners receive special diets as prescribed;

- (b) coordination services, including, without limitation:

- (i) collection or arrangements for collection of specimens (blood, sputum, urine) and submission of them to appropriate laboratories for analysis; and
  - (ii) coordination of arrangements for testing and filing of the results;
- (c) medication services, consisting of, without limitation:
  - (i) administering medications when on duty;
  - (ii) filing requisitions for non-prescription items;
  - (iii) ordering and maintaining contingency medication supplies, as appropriate;
  - (iv) 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
  - (v) maintaining a medication record and narcotics log; and
- (d) administrative functions, including, without limitation:
  - (i) creating, maintaining and updating the health records as appropriate, entering notes on the health record, keeping a medications record and narcotics log as appropriate, filing test results and other health related information on prisoner health care records;
  - (ii) coordinating the scheduling of professional and specialist visits and health care appointments;
  - (iii) doing document checks in the health record (i.e. patient's consent or parent's consent as required); and
  - (iv) ordering and maintaining adequate medical supplies (including, without limitation, emergency supplies and non-prescription drugs) at all times.

(the "Services")

3. Unless otherwise explicitly provided for herein, Coastal Health will supply all labour, materials, equipment and supplies necessary for the provision of Services.
4. Coastal Health will provide the Services by supplying two (2) registered nurses on duty at the Jail to perform the Services at all times during the Term.
5. Coastal Health, in consultation with the VPB, may determine the timing and duration of the work shifts of its personnel performing the Services.

6. All Coastal Health personnel participating in the provision of the Services (the "Coastal Health Personnel") 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, any VPD member and/or security personnel at the Jail 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.

#### **CERTIFICATIONS AND QUALIFICATIONS**

7. Coastal Health will provide the Services by way of competent, duly qualified, certified and/or licensed practitioners or professionals with adequate and appropriate training.
8. The VPB, in its sole and absolute discretion, may require all Coastal Health Personnel to submit to such security clearance checks as the VPB may require in connection with the Services, including, without limitation, criminal record, reference, character and field checks, and in such circumstances, except as the VPB may explicitly permit, Coastal Health 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 VPB, in its sole and absolute discretion, may grant or refuse such clearance.

#### **GENERAL STANDARDS OF PERFORMANCE**

9. Coastal Health 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.
10. Without limitation to any other remedies that might be available to the City and the VPB, if at any time during the Term, in the reasonable opinion of the VPB, Coastal Health is not performing the Services with the care, competence, skill, diligence or efficiency required hereunder, the VPB, on written notice to Coastal Health, may require Coastal Health to rectify any deficiencies in its performance of the Services as identified in the notice, and Coastal Health, immediately on receipt of such notice, or within such period of time as the VPB and Coastal Health may agree, will rectify any such deficiencies in accordance with the notice.

#### **ADMINISTRATIVE SUPPORT**

11. Coastal Health will provide administrative services to support the delivery of the Services, including, without limitation:
  - (a) coordination of Coastal Health 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) doing document checks in the health record (for example, prisoner's consent or parent's consent as required);
- (e) creating and keeping a health care records in relation to the Services; and
- (f) ordering and maintaining adequate medical supplies (including, without limitation, emergency supplies and non-prescription drugs).

## **REPRESENTATIONS AND WARRANTIES**

12. Coastal Health represents and warrants 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) Coastal Health is duly registered as an employer under the *Workers Compensation Act* and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that statute.

13. All representations and warranties made herein and all information, certificates or other documents provided by Coastal Health are material to this agreement and have been relied upon by the City and the VPB in entering into this agreement.

14. In carrying out its obligations under this agreement, Coastal Health will comply and will ensure that all Coastal Health 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 c.86**

15. Coastal Health will comply at all times in all respects with the provisions of the *Criminal Records Review Act* in relation to Coastal Health Personnel and, on the VPB's request, will demonstrate to the VPB that it has done so.

## **ENVIRONMENTAL PRACTICES**

16. Coastal Health will take all reasonable steps to operate and provide the Services in an environmentally sensitive and safe manner.

## **REMUNERATION FOR SERVICES**

17. The VPB will pay Coastal Health, in exchange for the Services provided, remuneration based on the hourly rates payable to the Coastal Health Personnel multiplied by their hours worked in performing the Services, plus any applicable premiums and benefits, to a maximum of \$1,053,224.00 per calendar year during the Term (the "Contract

Price”), as shown in the spread sheet annexed hereto as Schedule “A”, plus any applicable GST.

18. The VPB’s payment to Coastal Health for any overtime worked by Coastal Health Personnel generally on duty at the Jail (2 nurses) is subject to the maximum amount payable for the Services (\$1,053,224.00). Otherwise, the VPB will not be required to pay Coastal Health for Coastal Health Personnel overtime unless the VPB explicitly requests or pre-approves the overtime work.
19. If, at anytime during the Term, pursuant to any collective bargaining process, there is an increase in the wages payable by Coastal Health to the Coastal Health Personnel performing the Services, the Contract Price will be increased to include the increase in the amount payable by Coastal Health to such personnel. As at the commencement of the Term, the Contract Price is based on the hourly rates shown in Schedule “A” to this agreement.
20. In addition, the VPB will pay Coastal Health a one-time fee of up to \$15,000.00, plus any taxes thereto, to cover the cost of connecting the Jail to Coastal Health’s computer systems. Coastal Health, in consultation with the VPB, will put those connections in place so that they are fully functional for their intended purpose within 90 days after the commencement of the Term, and the VPB will pay that fee to Coastal Health within 30 days after the connection has been successfully and fully completed and Coastal Health has delivered to the VPB an invoice for payment thereof. Coastal Health will be fully responsible at all times after those connections are put in place as required hereby to maintain and operate them at no cost to the VPB, but with the full cooperation of the VPB.
21. The VPB will pay the Contract Price, plus any applicable GST, in monthly instalments, paid in advance for the Services to be provided in the upcoming month, provided that Coastal Health submits to the VPB, for payment of each monthly instalment, an invoice showing a calculation of the portion of the Contract Price payable for that monthly period, plus any applicable GST.
22. Except in relation to any invoiced amounts that the VPB in good faith may dispute, the VPB will pay all Coastal Health invoices in connection with the Services in full within 30 days after receipt of invoice.
23. Coastal Health will submit to the VPB within 10 days after the expiry of the each three month period (“quarter”) of each calendar year during the Term, a reconciliation statement to reconcile (compare) the amounts paid for the Services provided in the previous quarter with the amounts required to be paid therefor pursuant to this agreement for the Services actually performed during that quarter. Each such reconciliation statement will include a detailed calculation (ie., hours worked by Coastal Health Personnel in the performance of the Services multiplied by hourly rates payable therefor) of the portion of the Contract Price payable during that period for the Services actually provided, plus any applicable GST.
24. By no later than January 15 of each year during the Term and of the year immediately following the expiry of the Term, Coastal Health will submit to the VPB an annual

reconciliation statement to reconcile the amounts paid for the Services in the previous year with the amounts required to be paid therefor pursuant to this agreement for the Services actually performed during that year, and, by no later than 10 days after delivery of each such reconciliation statement, Coastal Health will refund the VPB in full for any amount the VPB has overpaid Coastal Health for the Services actually provided in the previous calendar year.

## **CHANGE IN SERVICES**

25. If for any reason at anytime during the Term, the VPB, in its discretion, considers that it is necessary or advisable to make any changes, additions and/or reductions in the nature, scope and/or manner of provision of the Services, the VPB may deliver to Coastal Health a written request for a written pricing proposal in respect thereof, and, within no less than 5 days after delivery of such request, Coastal Health will inform the VPB in writing whether it intends to provide such a proposal and, if it does intend to provide such a proposal, then within 10 days thereafter it will do so in writing.
26. The VPB may accept any such proposal by delivering a written notice of acceptance to Coastal Health within no less than 10 days after receipt of the proposal, in which case, this agreement will be effectively amended thereby, Coastal Health will put such contemplated changes, additions or reductions to the Services into effect immediately or at such other time as the VPB may require and Coastal Health acting reasonably may agree and the Contract Price will be adjusted accordingly.
27. These provisions 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**

28. 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").
29. Coastal Health will have the right to occupy, control and use the Medical Station in providing the Services, subject only to the overriding right of the VPB to have access, at all times for:
  - (a) security and emergency purposes;
  - (b) inspections and assessment as to quality of performance of the Services; and
  - (c) such reasonable rights of use and access as may be granted by the VPB to other persons for other health services not provided by Coastal Health under this agreement insofar as they do not unreasonably interfere with Coastal Health's ability to provide the Services as required hereunder.
30. The VPB will pay the cost of all medical supplies for the Jail to be used by Coastal Health in providing the Services, and, in doing so, will pay suppliers directly therefor.
31. 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;
  - (c) all office furniture, instruments, materials and equipment needed within the Jail in connection with the Services, as determined by the VPB and Coastal Health together, including, without limitation, computer equipment.
33. Coastal Health 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. All costs for maintenance and repair of the equipment will be paid directly by the VPB.
34. Coastal Health will not be responsible for any loss or damage to any furniture or equipment supplied to the Medical Station in connection with the Services beyond its reasonable control.
35. Coastal Health will report forthwith to the VPB any loss of or damage to any furniture, equipment or supplies in Medical Station.
36. Any equipment, instruments, materials or other property the VPB may provide to Coastal Health in connection with this Agreement will be and at all times remain the exclusive property of the VPB.

#### **CONTRACTUAL RELATIONSHIP**

37. Coastal Health is an independent contractor to the City and VPB pursuant to this agreement and is not in any way a servant, employee, agent or partner to them or either of them in connection the Services or otherwise.
38. Except as explicitly provided for in this agreement, Coast Health may not and Coastal Health Personnel may not in any way act or purport to act on behalf of or for the City, the VPB or the VPD for any purposes, except as may be explicitly permitted under this agreement or otherwise in writing, and none of the City, the VPB or the VPD may in any way act or purport to act on behalf of or for Coastal Health for any purposes, except as may be explicitly permitted under this agreement or otherwise in writing.
39. All Coastal Health Personnel, throughout the Term, will be the responsibility of Coastal Health, and not of the City, the VPB or the VPD, and without limiting the generality of the foregoing, Coastal Health at all times will:
- (a) ensure that all Coastal Health Personnel observe, perform and comply in all respects with the provisions of this agreement as applicable to any of the Services they perform;
  - (b) be solely responsible for the supervision and discipline and the remuneration of all Coastal Health Personnel in connection with the Services;



- (c) obtain and maintain all required *Workers Compensation Act* registrations in connection with all Coastal Health Personnel and the Services; and
  - (d) pay all taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, workers 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 Coastal Health Personnel and the Services.
40. Coastal Health 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 Coastal Health or the VPD and, if necessary, Coastal Health will use alternate labour resources or its managerial and supervisory staff to ensure the Services are provided at all times without interruption in accordance with this agreement.

#### **ASSIGNMENT AND SUBCONTRACTING**

41. Except as may otherwise be provided explicitly provided herein, Coastal Health may not in any way assign this agreement in whole or in part or subcontract any of Coastal Health's obligations under this agreement to anyone without first obtaining the VPB's explicit written approval therefor.
42. 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 Coastal Health's role therein is taken over by a successor organization, agency or entity, then Coastal Health may assign this agreement to, and Coastal Health's obligations hereunder may be assumed by, such organization, agency or entity on reasonable notice to the VPB.
43. No subcontract entered into by Coastal Health in relation to this agreement will relieve Coastal Health from any of its obligations under this agreement or impose any obligation or liability upon the City or the VPB to any such subcontractor.
44. Coastal Health 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**

45. Coastal Health, at all times during the Term and for no less than five years thereafter, will keep comprehensive 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 Coastal Health Personnel participating in Coastal Health's provision of the Services and the classifications of and wages and benefits provided to them.

46. On reasonable notice to Coastal Health, the City and the VPB will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for purposes of copying or auditing the same.
47. On request, Coastal Health will:
  - (a) fully inform the VPB of work performed or yet to be performed by or for Coastal Health 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 & PERSONAL INFORMATION**

48. Coastal Health, the City and the VPB will treat as confidential and will not at 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 from the other 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.
49. Subject to any applicable legal requirements, unless this agreement otherwise specifies or the VPB otherwise directs in writing, Coastal Health may collect and record in connection with the Services, personal information of prisoners at the Jail ("personal information").
50. Unless this agreement otherwise specifies or the VPB otherwise directs in writing, Coastal Health must inform any person from whom it collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the VPB to answer questions about Coastal Health's collection of personal information.
51. Coastal Health will annotate or correct any of its 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 5 business days of making any such annotations or corrections will provide the VPD with a copy of the annotated or corrected record. The VPB will make reasonable efforts to ensure that 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.
52. All records Coastal Health 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 keeping and storage of such records. Coastal Health will ensure at all times that all

such records are given to VPB on a regular basis or filed and/or stored in accordance with VPB directions.

53. Coastal Health will ensure that all personal information in its possession is kept secure from unauthorized access, collection, use, disclosure or disposal.
54. Unless this agreement otherwise specifies, Coastal Health 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 in writing to dispose of it or deliver it as specified in the direction.
55. Unless the VPB otherwise directs in writing, Coastal Health 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.
56. Unless the VPB otherwise directs in writing, Coastal Health may not disclose any personal information coming into its possession to any person other than the City or VPB, except if the disclosure is for the performance of Coastal Health's obligations or the exercise of its rights under this agreement or as may be required by law.
57. Coastal Health will promptly inform the VPB at all times of any requests it receives for access to any personal information in its possession.
58. If anyone, other than a VPD member, makes a request to Coastal Health directly to modify or correct any personal information in its possession, Coastal Health will promptly advise the person to make the request to the VPD and, if the VPB has advised Coastal Health of the name or title and contact information of an official of the VPB to whom such requests are to be made, Coastal Health must also promptly provide that official's name or title and contact information to the person making the request.
59. In addition to any other rights of inspection the VPD may have under this agreement or any law, the VPB, at any reasonable time and on reasonable notice to Coastal Health, enter on Coastal Health's premises to inspect any personal information in its possession or any of Coastal Health's information management policies or practices relevant to its management of personal information or its compliance with this agreement.
60. All obligations herein regarding personal information coming into the possession of any of the parties hereto at any time in connection with the Services will survive the termination of this agreement.

## INSURANCE

61. Without limitation to its obligations or liabilities herein, Coastal Health, at its expense, throughout the term of this agreement, will provide and maintain the following insurances with insurers licensed in Canada and in forms and amounts acceptable to the *City of Vancouver and Vancouver Police Board*.

62. Coastal Health, at its expense, at all times during the Term, will maintain:
- (a) commercial general liability insurance protecting Coastal Health, all Coastal Health Personnel participating in Coastal Health's provision of the Services, the City and the VPB and all VPD members 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 \$5,000,000 per claim;
    - (ii) with a deductible of not more than \$5,000 per claim;
    - (iii) adding Coastal Health 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 to subrogate against the City, the VPB and all VPD members on third party claims arising out of the liability of Coastal Health and/or Coastal Health Personnel; and
    - (vi) extend to cover non-owned automobiles, contingent employer's liability, blanket contractual liability, Coastal Health's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
  - (b) professional (errors and omissions) liability insurance protecting Coastal Health and all Coastal Health Personnel participating in Coastal Health's provision of the Services against any liability resulting from errors and omission in the performance of the Services:
    - (i) with a limit of not less than \$3,000,000 per claim;
    - (ii) with a deductible of not more than \$50,000; and
  - (c) all-risk insurance covering Coastal Health's property of every description brought to the Jail.
63. The insurance requirements set out herein do not limit any insurance requirements imposed on Coastal Health by municipal, provincial or federal law.
64. It is the sole responsibility of Coastal Health to determine what and pay the cost of additional insurance coverage, if any, that is necessary or advisable for Coastal Health's own protection and/or to fulfill Coastal Health's obligations under this Agreement. Any additional insurance will be provided and maintained by Coastal Health at its own expense.
65. Prior to commencement of the Term, Coastal Health must provide the City with evidence of all insurance required under this agreement, in the form of a detailed certificate of insurance. Each certificate of insurance must clearly identify this

contract and all insureds. Thereafter, and throughout the Term, proof of insurance, in the form of such certificate(s) of insurance must be made available to the City's Director of Risk Management at any time forthwith upon request.

66. Coastal Health represents that it is insured for all risks property insurance and commercial public liability coverage as a Health Authority under the provisions of the Health Care Protection Program ("HCCP") and agrees that the City and/or the VPB may request any insurance coverage information they reasonably consider to be necessary or advisable for an evaluation of the adequacy of the coverage provided by HCCP and Coastal Health will deliver to them all such information as they may request.
67. All Coastal Health insurance policies in connection with this agreement must provide that the City will get no less than 60 days prior written notice of any cancellation (except cancellation for non-payment of premiums, in which case applicable statutory provisions will apply) or reduction of coverage thereof and must also provide that any such or other notice in respect of such insurance will identify the Contract title, number and policy holder.
68. All insurance held by Coastal Health in connection with this agreement will be primary insurance with respect to any claims and liability arising out of Coastal Health's operations pursuant to this agreement, except any damage resulting from negligence on the part of any VPD member. Any insurance or self-insurance maintained by the City and/or the VPB will be excess to Coastal Health's insurance under this agreement and will not contribute with it.
69. Neither of Coastal Health's holding of insurance under this agreement or the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing thereunder will relieve Coastal Health from any other of its obligations under this agreement.
70. Coastal Health must properly disclose all risks in each insurance application, ensure that it does not violate or void any policy and will otherwise comply at all times with the requirements of the insurers and underwriters.
71. If at any time Coastal Health fails to provide a certificate of insurance as required hereunder, the City may (but is not obligated to or liable for the manner in which it does so) obtain such insurance on behalf of Coastal Health and the cost of doing so will be paid by Coastal Health to the City by no later than five days after the City requests such payment.
72. Coastal Health hereby waives all rights of recourse against the City, the VPB and all VPD members with regard to any damage to Coastal Health's property, except any damage thereto resulting from negligence on the part of any VPD member.
73. Coastal Health will comply with the Workers Compensation Act legislation for the Province of British Columbia.

#### **CONFLICT OF INTEREST**

74. Coastal Health will not at any time during the Term permit Coastal Health 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 City'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 COASTAL HEALTH PERSONNEL**

75. Without limitation to any other remedies that might be available to the City and the VPB hereunder, the VPB, by written notice to Coastal Health, may request that in its performance of the Services, Coastal Health discontinue the use of any Coastal Health Personnel for any reason, and immediately on receipt of any such request Coastal Health 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 City.

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

76. The City and the VPB together may terminate this agreement in whole or in part on written notice to Coastal Health at any time during the Term:
- (a) for any substantiated act of dishonesty, fraud or theft on the part of any Coastal Health Personnel in connection with the Services;
  - (b) if Coastal Health, after receiving 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 Coastal Health that, in City's opinion, is part of a continuing course of conduct in the performance of the Services in respect of which at least 30 days prior written notice to discontinue has been given to Coastal Health; or
  - (d) the Province of British Columbia makes changes in relation to health care services in the Province such that Coastal Health ceases to exist and there is no organization, agency or other entity put in place to act as a successor to Coastal Health in relation to such health services which can assume Coastal Health's obligation hereunder.
77. Either of Coastal Health or the VPB and the City, together, may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination.
78. Coastal Health in writing may terminate this agreement in whole or in part on written notice to the VPB and the City at any time during the Term:
- (a) if the VPB and the City are in breach of this agreement in any material way and the breach continues 30 days after written notice from Coastal Health to rectify it;

- (b) the Province of British Columbia makes changes in relation to health care services in the Province such that Coastal Health ceases to exist and there is no organization, agency or other entity put in place to act as a successor to Coastal Health in relation to such health services which can assume Coastal Health's obligations hereunder; or
  - (c) if Coastal Health reasonably determines that there is a continuing risk to the safety or security of any Coastal Health Personnel at the Jail in relation to the Services.
79. On expiry of the Term, by further written agreement, the parties hereto may renew this agreement or extend the Term.
80. If this agreement is terminated at any time prior to the expiry of the Term, Coastal Health will be entitled to receive such pro rata portion of any instalment payments due to Coastal Health on the Contract Price. Coastal Health will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the VPD in respect to any overpayment, provided that this paragraph will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the City and/or the VPB, in the event of the default of Coastal Health under this Agreement.

#### NON-WAIVER

81. 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

82. Except as may otherwise be explicitly provided for in this agreement, any disputes between Coastal Health and the City and/or the VPB in relation to this agreement or the Services will be resolved:
- (a) insofar as may be reasonably possible, by good faith negotiations between Coastal Health and the VPB and/or the City;
  - (b) failing that, after a period of no less than 14 days from commencement of negotiations, by good faith mediation conducted by an independent mediator satisfactory to all parties involved in the dispute; and
  - (c) failing that, after no less than 30 days from the commencement of good faith mediation, by arbitration conducted by an independent arbitrator under the *Commercial Arbitration Act*.
83. The costs of any mediation carried out hereunder will be borne equally by the parties to the dispute.

84. The costs of any arbitration carried out hereunder will be borne entirely, on an actual cost basis, by the party or parties unsuccessful in the arbitration.

#### **NO PROMOTION OF RELATIONSHIP**

85. Coastal Health will not in any public or private way, without the City's explicit, prior written consent, disclose, promote or publicize its relationship with the City or the VPB under this agreement for any marketing, promotional or other purpose whatsoever, except as may be reasonably necessary for Coastal Health to perform its obligations under this agreement, and Coastal Health 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.

#### **NOTICES**

86. 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 and received by the addressee, 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:

For the City:

CITY OF VANCOUVER  
City Hall  
543 W. 12 Avenue  
Vancouver, BC  
V5Y 1V4

Attention: Director of Legal Services

For the VPB:

VANCOUVER POLICE DEPARTMENT  
312 Main St.  
Vancouver, BC  
V6A 2T2

Attention: Inspector in charge of the Jail

with a copy to:

VANCOUVER POLICE BOARD  
2120 Cambie St.  
Vancouver, BC  
V5Z 4N6

Attention: Executive Assistant to the Board



For Coastal Health:

VANCOUVER COASTAL HEALTH AUTHORITY  
11th Floor, 601 West Broadway  
Vancouver, BC  
V5Z 4C2

Attention: General Legal Counsel & Director of Legal Services

87. Any party may, from time to time, give written notice to the others of any change of address and from and after the giving of such notice the address therein specified will, for the purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

#### GENERAL

88. Subject to the terms and conditions of this agreement, no party will be liable in any way for the performance of any obligation under this agreement if they are unable to perform by reason of an act of God, occurrence of nature or geology, act of terrorism or any other occurrence entirely beyond their control.
89. 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.
90. Where appropriate, wherever the singular or plural, masculine or feminine or the impersonal are used in this agreement, they will be construed as if the opposite or the personal, as the case may be, had been used.
91. 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.
92. This agreement may be amended in writing, but no such amendment will have any force or effect unless and until it is signed by both parties.
93. Every reference in this agreement to any statute, whether or not defined, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of or amendment of that act.
94. Nothing in this agreement will be construed or deemed to derogate from or limit the powers, rights and privileges of the City or the VPB or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by Coastal Health.

95. 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.

WITNESS WHEREOF the parties hereto have executed this agreement as follows:

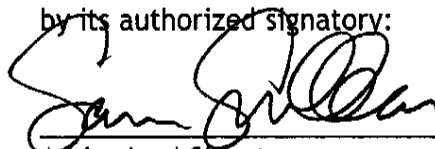
**CITY OF VANCOUVER**

by its authorized signatory:

  
\_\_\_\_\_  
Authorized Signatory *BTQ*

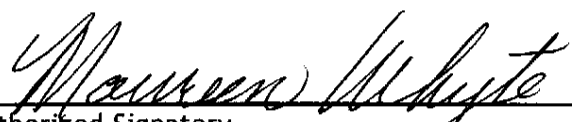
**VANCOUVER POLICE BOARD**

by its authorized signatory:

  
\_\_\_\_\_  
Authorized Signatory

**VANCOUVER COASTAL HEALTH AUTHORITY**

by its authorized signatories:

  
\_\_\_\_\_  
Authorized Signatory

**Vancouver Coastal Health Authority**

75581090

**Cost Centre Name:**

Total number of beds

Projected Patient Days

Relief 1.1916

Shift	Position	Rate	Job Code	Monday-Friday		Saturday-Sunday		2008/2009	
				# staff/day	hrs/day	total hrs	# staff/day	hrs/day	total hrs
Days	RN	34.29	001143	2	12.00	6,264.00	2	12.00	2,496.00
Evenings		34.29		2	12.00	6,264.00	2	12.00	2,496.00
Nights						-			
				Variable staffing:			Post hrs		Post hrs
				RN			17,520.00		20,876.83
							11.11		\$ 715.867

[illegible]

**SUB-TOTAL**

TOTAL PRODUCTIVE HOURS/YEAR

4,992.00		
19,023.36	19,023.36	22,380.19
Variable Salaries		11.91
		\$ 771,867

Fixed Staffing		Job Code	Position	Rate	Pool In	Pool Out	File	Sales
08/09	07/08							
	36.56							
RN - top step	35.67							
RN - step 7	34.29							
CHN2-top step	40.59							
CHN2-step 6	37.25							
	36.34							

### Fixed Salaries

TOTAL SALARIES

QT Premiums	2.95%	22,754.33
Stat Premiums	2.13%	16,459.20
Other Premiums	7.69%	59,332.80
Purchased Salaries	12.77%	
MSC Sessional Interface		\$ -
PSC Sessional Interface		\$0.00
Vac Mgmt/Recruitment lag		\$ 182,791
Benefits		

TOTAL LABOUR

**NON-LABOUR**  
non-labour

TOTAL NON-LABOUR

**REVENUE**

Funding from VPD (Acct 1501400 Grants - Operating Municipal	\$ 1,053,224
def cap rev	\$ -

TOTAL REVENUE

Surplus / (Deficit)

Job Code	Description	YTD Ave	P 10 Ave
001143	Addiction Nurse	33.01	33.21

**Other premiums incl. Shift differential, in charge pay  
OD and vacation allowance.**

**FTE base hours differ based on the union:**

HEU/BCGEU	1,957.50
BCNU/UPN	1,879.20
H.S.A./Para	1,879.20
CUPE/PEA	1,827.00
Non-Contract	1,957.50