

ASSISTED LIVING AGREEMENT (Health Service Delivery Area)

PREAMBLE

The Vancouver Coastal Health Authority ("VCH") and Service Providers within the (**HSDA**) Service Delivery Area of the Vancouver Coastal Health Region (the "Region") are committed to providing quality Assisted Living services ("Services") to the people in the Region.

To help establish a productive and on-going relationship within this environment, the VCH and the Service Providers have agreed to set out the nature of their relationship in this Agreement.

BETWEEN

Vancouver Coastal Health Authority
Street
City, Province, Postal Code
(HSDA Service Delivery Area]
 ("VCH")

AND

(Legal description of individual contractor, company or other legal entity) referred to as the "Service Provider" providing services from premises commonly referred to as: (name and address) which premises together with all fixtures and assets employed therein for the delivery of the services described in this Agreement are herein referred to as the "Housing."

WHEREAS:

- A. The VCH is responsible for establishing regional health care priorities, specifying service standards, allocating resources for Services under the terms of this Agreement and monitoring performance of the Service Provider.
- B. The *Health Authorities Act* of British Columbia empowers Regional Health Authorities, including the VCH, to enter into agreements with private and public bodies for the delivery of health services within the region.
- C. The Service Provider is responsible for providing the Services, defined in Schedule A, to eligible persons referred by the VCH to the Service Provider in accordance with the service standards set out under Section 2 and according to the funding methodology set out in Schedule B.
- D. The Service Provider is in the business of providing the Services.
- E. The Service Provider will enter into an Operating Agreement with British Columbia Housing Management Commission to ensure the availability of <> units in the Housing and for the provision of rent subsidy assistance to those Residents referred by the VCH who require such assistance.

In consideration of the mutual covenants hereinafter appearing, the parties agree as follows:

DEFINITIONS and INTERPRETATION

In this Agreement, the following defined terms will have the meanings indicated below:

- a) "Agreement" means this agreement including any recitals and Schedules to this agreement, as amended, supplemented or restated from time to time;
- b) "Ministry" means the Ministry of Health;
- c) "Assisted Living" means an approach to providing services with a residential style physical structure that provides hospitality services and a range of both scheduled and unscheduled personal care services as defined in the criteria and definitions;
- d) "Services" means those services defined in Schedule A;
- e) "Service Provider" means that operator/society contracted by the VCH to provide the services described in this Agreement;
- f) "Occupancy Agreement" means an agreement between the Resident and Service Provider which sets out services, cost of services, conditions of occupancy, and exit and Resident responsibilities.
- g) "Resident" means the individual who is eligible to receive services and entered into an Occupancy Agreement with the Service Provider and who is residing on premises and receiving Services, provided directly by or contracted through the VCH.

PURPOSE OF AGREEMENT

- 1. The purpose of this Agreement is:
 - 1.1 to provide a framework for a cooperative working relationship between the VCH and the Service Provider for the delivery of Services within the Region,
 - 1.2 to identify reciprocal responsibilities for the delivery of Services as set out in Schedule A to this Agreement.

STANDARD OF SERVICE

- 2. The Service Provider is responsible and accountable to the VCH for the quality of Services provided to Residents in the Housing through the effective and efficient use of available resources. The Service Provider will take such measures as are necessary to meet:
 - 2.1 the terms of this Agreement;
 - 2.2 all applicable regulations, quality management requirements, medical and other professional staff governance provisions, and any collective agreements entered into by the Service Provider;

- 2.3 Provincial standards, legislation and policies, and, including without limitation, compliance with *Community Care and Assisted Living Act* and all regulations and policies of the Ministry or other government authority;
 - 2.4 The performance management framework and reporting requirements set out in Schedule C;
 - 2.5 All requirements that the VCH deems reasonably necessary to address material health and safety risks to Residents, including without limitation the standards and policies set by the Office of the Assisted Living Registrar under the *Community Care and Assisted Living Act* and regulations;
3. The Service Provider will participate in quality management reporting to the VCH, as reasonably required from time to time, which will be consistent with the quality reporting format used for Services throughout the Region. Service Providers will be expected to work collaboratively with staff from the VCH to implement performance indicators and an outcome based evaluation framework consistent for the Region, all in accordance with Schedule C, which VCHA may amend from time to time, upon reasonable notice to the Service Provider.
 4. The Service Provider will allow appropriate VCH staff, agents and consultants to monitor and have access to the Housing and to any Resident in the Housing in order to ensure that appropriate service is being provided in accordance with this Agreement. The VCH staff will act reasonably in its requests for access to the Housing and the Residents. The VCH will, in respect of each Resident, and with their consent, provide the necessary and appropriate information needed for the delivery of support and personal care services.

FUNDING

5. If the Service Provider complies with the terms of this Agreement, the VCH agrees to make payments as described in Schedule B.

The VCH and the Service Provider may from time to time agree to supplementary funding to provide for additional services when the services required by a Resident temporarily exceeds the Services as defined in Schedule A.

7. Subject to Section 13, the VCH reserves the right to amend the Schedules to this Agreement and adjust funding to reflect these amendments if subsequent to providing the VCH with its funding, the Ministry increases or decreases the funding allocation to the VCH.

The parties may jointly re-negotiate the number of Residents, the type of Residents to whom the Housing provides Services, the extent and level of Services, and the amount payable for the Services provided in the Housing.

8. Should adherence to new regulations, legislation or policies enacted by the Province or the VCH materially impact the costs associated with providing the Services, the VCH agrees to consult with the Service Providers and use reasonable efforts to make representation to the Province on behalf of the Service Providers requesting an increase in funding to provide for such additional costs.

9. Notwithstanding any other provision of this Agreement, the payment of money by the VCH to the Service Provider pursuant to this Agreement is subject to funding being available from the Province of British Columbia in the fiscal year of the VCH during which the payment becomes due.
10. Funding from the VCH will be directed to the Service Provider and the Service Provider will then be allowed to deploy resources at its discretion within a range of alternatives, provided that the Service Provider will be responsible to ensure that required standards and outcomes are achieved and required accountability criteria are all met as set out in this Agreement. As long as required standards, outcomes and accountability criteria are achieved, funds not expended by the Service Provider on operations in any fiscal year to which such funding relates will be dealt with as described in Schedule B.
11. The VCH acknowledges that the primary authority regarding capital acquisitions and financial and human resource issues rest with the Service Provider and that the Service Provider has the full rights of an employer.
12. The Service Provider agrees to carry all risks property insurance and comprehensive liability insurance necessary to deliver the Services set out in the Agreement. In particular, the Service Provider agrees to carry the insurance set out in Schedule D. The Service Provider will provide, based upon request by the VCH, proof of such coverage, and the Service Provider will operate the Housing at all times in a manner that respects and observes risk management practices standard in the industry.

DISCUSSION BETWEEN PARTIES

13. The VCH will also advise the Service Provider in advance of any amendments to this Agreement or changes in the nature of the relationship between the parties including any significant changes in policy, funding and service standards and guidelines. The Service Provider will not make any changes that would have a significant impact on the delivery of Services as described in this Agreement without the prior written consent of the VCH.

RESIDENT RECORDS/PERSONAL INFORMATION

14. (a) The Service Provider will keep records in accordance with appropriate provincial legislation and make available to the VCH upon request, records and information in a form which will allow the VCH to determine that the Services are being provided according to the terms of this Agreement. The Service Provider will protect the confidentiality of client records and other personal information obtained during the course of providing the services, subject to any legal requirements to disclose such information.
- (b) In particular, and without limiting the foregoing, the Service Provider specifically acknowledges that VCH is a public body subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia) ("FOIPPA") and agrees that at all times during the term of this Agreement, the Service Provider shall comply with all requirements of FOIPPA, including those relating to collection, use, disclosure, or release of personal information. Without limiting the generality of the foregoing, the Service Provider will comply with the Custody and Control of Data Agreement set out in Schedule E. The Service Provider shall comply with the reasonable requirements of VCH regarding the format and processes for record keeping, including consents to release of personal

information pertaining to Residents. Additionally, the Service Provider will comply with all laws or court order requiring disclosure of records including those of the Registrar of Assisted Living under the Community Care and Assisted Living Act.

STATUS OF EMPLOYEES

15. All employees of the Service Provider will be employed by the Service Provider or be independent contractors of the Service Provider. The Service Provider will be responsible for all deductions, and / or remittance of assessments imposed by any government authority, with respect to any persons employed by the Service Provider. The VCH will have no responsibility for such employees or contractors.

FINANCIAL AND OPERATING REPORTS

16. The Service Provider will keep proper accounts and records of all income and expenditures relating to the provision of Services under this Agreement. The Service Provider will provide VCH with an annual audited financial statement prepared in accordance with generally accepted accounting principles. The financial statement will include at a minimum, the Auditor's Report, Balance Sheet, Income Statement, Statement of Retained Earnings, Equity Statement, Statement of Changes in Financial Position, and Notes to the Financial Statements, and will be delivered to VCH within six (6) months of the end of the Service Provider's fiscal year.
17. At the reasonable request of the VCH, the Service Provider will make available any records, financial information, and management documentation in a form, which will allow the VCH to determine that the Services are being provided by the Service Provider according to the terms of this Agreement. Service Provider shall prepare and provide to VCH semi-annual reports relating to the provision of Services in accordance with Schedule B.

CONTROL, OWNERSHIP AND COPYRIGHT IN CERTAIN REPORTS

18. The VCH and the Service Provider agree that the ownership and copyright in documents and other information produced as a result of this Agreement will be as follows:
 - (a) The VCH retains control of all health care data, case files and reports. The Service Provider will have the right to duplicate and use such documents in the course of providing Services, provided the Service Provider will keep such documents confidential and not permit their disclosure except in accordance with the policies of VCH and as required by law.
 - (b) The Service Provider retains control of accounting, administrative records, books of account, invoices, receipts or vouchers provided by the Service Provider as a result of this Agreement. The VCH will have the right to duplicate and use such documents in fulfilling its legislated mandate and the terms of this Agreement subject to applicable legislation restricting the sharing of such information.

DISPUTE RESOLUTION

19. The VCH and the Service Provider will fulfill their obligations arising from this Agreement in a fair and reasonable manner.

In the event of a disagreement between the Service Provider and the VCH on matters relating to this Agreement, the Service Provider and the VCH agree to work together towards a resolution of the dispute in joint meetings between the parties' respective representatives.

Failure to resolve disputes arising out of or in connection with this Agreement except for disputes arising out of or in connection with funding may be referred to third party mediation by either party. The mediator will be jointly appointed and equally paid for by VCH and the Service Provider. The parties acknowledge that in the case of a matter of material health and safety, the dispute resolution proceeding may take place following any action by the VCH such as removal of a Resident from the Housing.

20. If the parties are unable to resolve the dispute through mediation, the dispute will be resolved by arbitration by a sole arbitrator administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration will be Vancouver, British Columbia. The cost of these proceedings will be shared equally by the VCH and the Service Provider, unless otherwise ordered by the arbitrator.

TERM/TERMINATION

21. The term of this Agreement will be a period of <> years and will commence and expire on the same dates as the agreement between the Service Providers and British Columbia Housing Management Commission, unless terminated earlier under Section 23.

22. This Agreement will end:

22.1 at the option of the VCH if the Service Provider fails to comply with a material term and condition of this Agreement or any schedule hereto, on a date specified in a written notice delivered to the Service Provider, provided that the VCH first notifies the Service Provider in writing of the nature of the default or defaults and the Service Provider fails to remedy such default or deliver and commence implementation of a satisfactory plan of rectification for such default or defaults within 30 working days following written notice to do so by the VCH;

22.2 at the option of the VCH, upon a change in the ownership of the Housing or other change of control, where such transfer or change occurs without the prior written consent of the VCH and such approval will not be unreasonably or arbitrarily withheld.

22.3 at the option of the VCH, on a date specified in a written notice delivered to the Service Provider when one of the following events has occurred:

- (a) an order is made, a resolution is passed or a petition is filed, for the Service Provider's liquidation or winding up;

- (b) the Service Provider commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (c) a bankruptcy petition is filed or presented against the Service Provider or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Service Provider;
 - (d) a compromise or arrangement is proposed in respect of the Service Provider under the *Companies' Creditors Arrangement Act* (Canada);
 - (e) a receiver or receiver-manager of any of the Service Provider's property is appointed; or
 - (f) the Service Provider ceases, in the VCH's reasonable opinion, to carry on business as a going concern; or
- 22.4 at the expiration of four months, or such longer period as may be mutually agreed by the parties, after written notice of cancellation is delivered by either party to the other. The party initiating the termination pursuant to this section will inform the other party of the reasons for termination, which reasons may include or be limited to the decision of one or the other party to bring the contractual relationship to an end.
23. If termination or cancellation of this Agreement by the VCH or the Service Provider leads to the closure of the Housing, the VCH and the Service Provider agree to develop a plan in consultation with each other to ensure the continuity of Housing, support and personal care services for each Resident within the Region.
24. Funding by the VCH to the Service Provider will be adjusted on a per diem basis if this Agreement is terminated on other than a month-end for any reason.

ASSIGNMENT AND SUBCONTRACTING

25. The Service Provider will not, without the prior written approval of the VCH which approval will not be unreasonably or arbitrarily withheld:
- 25.1 subcontract any obligation of the Service Provider under this Agreement,
 - 25.2 assign, either directly or indirectly, this Agreement,
 - 25.3 sell, lease, or otherwise transfer the Housing, or
 - 25.4 change or permit the change of control of the Housing. A change of control will include a change in the ownership of assets of the Housing and a change in the owner of the majority of voting shares of the Service Provider. (The provisions of this Sub-Section 25.4 will not apply to a case of a Service Provider whose shares are publicly traded on an exchange).
26. If the VCH consents to a sub-contract by the Service Provider of part or all of its obligations under this Agreement, such sub-contract will not relieve the Service Provider from any of its obligations under this Agreement nor impose any obligation or liability upon the VCH to any such sub-contractor.

GENERAL PROVISIONS

27. This Agreement will ensure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
28. The provisions of this Agreement and each of the Schedules hereto constitute the entire agreement between the parties hereto and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof. No amendment to this Agreement will be enforceable unless it is in writing and signed by both parties.
29. The Service Provider will indemnify and save harmless the VCH, its employees and agents from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the VCH may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly by reason of any act or omission of the Service Provider or of any agent, employee, officer, director or subcontractor of the Housing pursuant to this Agreement except liability arising out of an act or omission of the VCH, its employees and agents.

NOTICE

30. Any notice or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee on the date of delivery, if delivered confidentially and personally, mailed by double registered letter, or delivered by courier, addressed, if to the VCH: [*Insert Address*] Street Address, City, British Columbia, postal code, Attention: [*Insert Name*], and if to the Service Provider, at: street address, city, British Columbia, postal code, Attention: [*Insert Name*].
31. Either party will, from time to time, advise the other by notice in writing of any change of address of the other party giving such notice, and from and after the giving of such notice the address therein specified will, for the purposes of this section, be conclusively deemed to be the address of the party given in such a notice.

CONFLICT OF INTEREST

32. The Service Provider must not provide any Services in the Housing or elsewhere to any person in circumstances which, in a reasonable person's opinion, could give rise to a conflict of interest between the Service Provider's duties to that person and the Service Provider's duties under this Agreement.
33. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the remaining provisions or the interpretation in any other jurisdiction.

34. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if each of the parties had all signed and delivered the same document, and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Signed and delivered on this _____ day of _____, 2005.

HSDA Service Delivery Area of the
VANCOUVER COASTAL HEALTH AUTHORITY
By:

Authorized Signatory

Authorized Signatory

<SERVICE PROVIDER>

Authorized Signatory

Authorized Signatory

SCHEDULE A

ASSISTED LIVING: PROVISION OF SERVICES TERMS AND CONDITIONS

DESCRIPTION OF ASSISTED LIVING

Assisted living is a Service comprising three components: a private housing unit with a lockable door; hospitality Services, and personal care Services. A key objective of Assisted Living is to prevent or delay admission to residential facility care, and to enable people to remain living as independently as possible, to the degree possible within this setting.

UNITS / LOCATION

The Services Provider will make available _____ studio units; and _____ one-bedroom units for a total of _____ units of housing located at _____, in _____, British Columbia.

GUIDING PRINCIPLES

The Service Provider will provide accommodation, hospitality and personal care services in a manner that:

- Promotes and maximizes choice, dignity, and control for Residents.
- Promotes both the Residents' right to privacy as well as opportunities for social interaction.
- Supports people's independence both through physical design features in the building and the delivery of support services, within the limits of medical, social and economic feasibility.
- Provides care and services that are shaped to meet the Residents' needs, rather than expecting the Resident to fit pre-established programs.
- Creates a home-like environment that supports the Residents' preferred lifestyle by allowing them to bring their possessions with them.

RESIDENT DESCRIPTION

A person is only selected to move into an Assisted Living residence if the person meets all of the following criteria:

- Meets guidelines as outlined in the Ministry of Health Home and Community Care Policy Manual and any other applicable provincial policy and any amendments thereof or replacement thereof that may be made from time to time;
- Requires both hospitality and personal care services;
- Able to communicate so as to be understood by personal assistance staff or by a spouse living with them who can communicate on their behalf;
- Able to self direct his or her own care and be able to make informed decisions regarding their daily activities and services;
- Is at significant risk in their current living environment; and
- Able to use an emergency response system and able to take direction in an emergency

Only those clients assessed and deemed eligible by VCH staff will be referred. Assessment is based on a standardized screening tool. Prospective Residents will be reviewed jointly by the Service Provider and VCH staff.

CHANGE IN RESIDENT STATUS

If the Service Provider becomes aware of a significant change in a Resident's mental or physical health, level of activity or living requirements such that the Resident should be moved from Assisted Living to Complex Care accommodation or some other more appropriate setting, the Service Provider shall promptly notify the Case Manager responsible for that Resident. In the interim period, VCH and the Service Provider will discuss the ability to provide additional resources being made available to provide the necessary support to the AL Resident.

SERVICE PROVIDER DESCRIPTION

The Service Provider agrees to provide accommodation (private unit with lockable door), hospitality services and personal care services to eligible Residents as part of this Agreement. An attempt will be made to achieve a mix of heavy and light care needs clients, to ensure that the care requirements can be met within the Assisted Living environment.

The Service Provider shall provide Services to Residents:

- a) Who have been identified from VCH to the Service Provider as eligible and authorized to receive Services under this Agreement;
- b) Who are Residents of the Housing; and
- c) In accordance with the Personal Services Support Plan prepared with respect to each Resident.

The Authority shall not pay the Service Provider for and the Service Provider will not be obligated to provide any Services to any person VCH has not identified as being eligible in accordance with (a) above.

The Service Provider will operate and manage the Assisted Living Housing according to standards, acts, policies and guidelines associated with the Ministry of Health Services' Home and Community Care Policies for Assisted Living, the guidelines and policies of BC Housing and the Health and Safety standards and policies established by the Office of the Assisted Living Registrar. The Services include but may not be limited to the following:

1. **Hospitality Services:**

Meals/Snacks

- A meal service that offers Residents a variety of tasty nutritional foods and snacks, with input from Residents regarding menu items and special dietary needs. Residents will be provided with a minimum of two meals per day (lunch and supper) without charge, prepared fresh daily and served in the dining room. Mid-morning and mid-afternoon snacks and beverages will be available to Residents at no charge.
- Menu plans reviewed and approved by a registered Dietitian, as meeting the Canada Food guidelines.
- Special and/or modified diets (e.g. diabetic, low fat, cut up or minced) as requested by the Resident.
- Daily cleanup from meals.

The Service Provide will ensure all staff have completed food safety training.

Cleaning

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

Laundry

- Weekly linen service of Residents' towels and bed linens.
- Laundry of Residents' personal clothing, if determined by the Case Manager to form part of the Personal Services Support Plan. This includes laundry of linens more frequently than indicated above as required, due to incontinence issues.
- Residents' use of washer/dryer.

Social/Recreational Activities

- Regular in-house activities (minimum weekly): e.g., card night, lectures, bingo, visiting musician, movie night, etc.
- Support to participate in community activities or to attend appointments.

Security

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

2. Personal Care Services:

The Service Provider will provide, or arrange for the following two prescribed services, as required by VCH. Additional services at a prescribed level are not permitted, however the Service Provider may provide services at a support level as indicated below.

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

- Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs) include, but are not limited to:
 1. Bathing
 2. Dressing
 3. Grooming
 4. Transferring
 5. Skin care
 6. Nail care
 7. Mouth care
 8. Feeding assistance
 9. Washroom assistance
 10. Incontinence management
 11. Medication reminder
 12. Medication assistance

Personal Assistance services will be:

- Provided directly by staff hired by the Service Provider;
- Arranged for by the Service Provider (specify partner: _____);
or
- Provided either directly by the VCH or through an agency contracted by VCH to provide such services. (specify partner: _____)

Upon VCH identifying a Resident as being eligible to receive Services, the personal assistance services will be identified in a Personal Service Plan to be developed between the Resident and the Service Provider within one week of entry and reviewed again within six weeks of the Resident's entry to the Housing. The VCH case manager will provide the Service Provider with a Client Needs Summary to assist in the development of the plan. The plan will include: the nature of the Resident's needs and service requests, any risks the Resident is facing and strategies identified to deal with risks and a plan for the delivery of services. The Service Provider will provide VCH access to those plans at any time. Personal Service Plans will be reviewed annually with VCH.

The Personal Services Plan will support the Resident to maintain his or her independence to the greatest extent possible by having personal assistance provided only in areas where they require and request help. Where risks for the Resident have been identified, the Service Provider shall accommodate Resident's choices and preferences as long as these do not place others in danger.

Service Provider will ensure ongoing training and education of staff in respect of provision of such services, to ensure services are provided in accordance with this Agreement and applicable health and safety policies and standards. Service Provider will ensure health and safety policies are in place upon opening of the Housing.

In addition, the Service Provider will have policies and processes approved by VCH to:

- Ensure quality of care and Services
- Ensure problem resolution
- Provide regular and ongoing staff education
- Provide for assignment and/or delegation of tasks to unregulated care providers, as set out in the Personal Assistance Guidelines
- Ensure risk management programs are in place for fire safety, Workplace Hazardous Material Information System, Occupational Health and Safety, etc.

STAFFING

- Services shall be provided only by or under the supervision of personnel meeting the professional qualifications of any applicable legislation.
- Staffing levels shall reflect the requirements of this Agreement, as identified in the attached budget summary.
- The Service Provider shall, at its sole expense, obtain all licenses, permits and other authorizations required by the Service Provider to provide Services with the Units and the Building in accordance with the terms of this Agreement.
- The Service provider shall ensure that personnel are available to provide Services to Residents on a 24-hour basis, unless otherwise agreed to by VCH.
- The Service Provider shall cause criminal records checks to be made in respect of all individuals employed or contracted by the Service Provider to provide Services to Residents, prior to the Service Provider hiring or contracting the Services of an individual to provide such Services. The Service Provider is expected to take appropriate action to remedy any risks to Residents resulting or arising from employee actions.

VCH SERVICE DESCRIPTION

VCH will provide professional services to eligible Residents as it would to clients living in the community, including:

- Home nursing care
- Case management
- Rehabilitation services (occupational therapy and physical therapy).
- Nutrition services

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

COMMUNICATIONS

The Service Provider and the VCH recognize the importance of regular communication between their respective representatives. The Service Provider will consult with the VCH prior to implementing any significant changes in its programs and will keep the VCH informed regarding all program development issues.

The Service Provider will notify the VCH immediately of any untoward occurrences, including without limitation, all those occurrences reported to or identified in the Health and Safety standards and policies set by the Office of the Registrar of Assisted Living, that require communication by the Service Provider or the VCH, or any event, which may, or will adversely affect the Building, the Residents or the ability of the Service Provider to perform its obligations under this Agreement. Without prejudice to the foregoing generality, untoward occurrences include serious incidents such as unexpected death, reported disease outbreak, reported abuse or neglect by the Service Provider or medication errors requiring emergency care by physician or transfer to a hospital.

OCCUPANCY AGREEMENT

The Service Provider will ensure that an Occupancy Agreement, approved by the Vancouver Coastal Health Authority is signed by all Residents prior to moving in, which specifies among other things:

- Full description of services provided
- Costs for services (including options for additional services and their related costs)
- Conditions of occupancy and exit criteria consistent with the Ministry's policy of Resident responsibilities (e.g., insurance for personal belongings)

Service Provider understands that VCH has no responsibility for damage to the Housing, or equipment or other property in the Housing, including without limitation, damage or loss to suites, arising as a result of normal wear and tear or the activities of Residents, visitors, Service Provider or its staff.

SCHEDULE B

FUNDING/PAYMENT FOR SERVICES RENDERED FEES

1. Each Resident will pay the Service Provider a monthly fee established by the VCH, based upon calculation of 70% of after tax income up to an agreed upon maximum.
2. As applicable, BC Housing will pay the Service Provider a supplemental payment toward the Assisted Living rental costs. This payment will be established in an Operating Agreement between the Service Provider and BC Housing.
3. The VCH will pay to the Service Provider the difference between the contributions made by the Residents and by BC Housing up to a maximum agreed upon monthly costs as follows:
 - a single individual: \$> per month (\$ rent/hospitality + \$ personal care services)
 - a couple: \$> per month (\$ rent/hospitality + \$ personal care services)
4. If vacancies exceed three (3) months, VCH retains the right to amend, with appropriate notice, the terms of the Agreement to reflect Resident needs and circumstances.
5. VCH will make payments to the Service Provider monthly for the VCH portion. This funding will be at the first of the month and calculations will reflect agreed upon monthly cost of Service. In some instances there may be agreed upon contributions from other sources, including BC Housing, which will be factored into the calculation.
6. VCH will determine each Resident's contribution to the cost of accommodation, hospitality and personal care, based on Resident income information and the Service Provider will be responsible for the collection of each Resident's contribution. Resident contributions will be adjusted at the beginning of each calendar year based on income. VCH will advise the Service Provider of any changes in the contribution level for a client. Service Provider will, at request of VCH, advise Resident and BC Housing of changes to their contribution.

Prior to the start of a new fiscal year, VCH will review the personal service needs of the Resident and make such staffing adjustments as required and within the financial capacity of VCH to address the needs of the Residents.

7. Treatment of Surplus Funds
 - 7.1 Private Service Provider

As long as required standards, outcomes and accountability criteria are achieved, funds not expended by the Service Provider on Assisted Living operations during the fiscal year in respect of which the funds have been provided may be retained by the Service Provider.

7.2 Non-Profit Service Provider

Funds provided by VCH, and not expended by the Service Provider on Assisted Living operations during the fiscal year in respect of which the funds have been provided, may, at the option of VCH, be applied to offset previous operating deficits, be applied to the next succeeding fiscal year, or be returned by the Service Provider to VCH. Notwithstanding the foregoing, the Service Provider shall be entitled to retain up to 1% of the budgeted funds for any particular fiscal year for the purposes of meeting working capital requirements for the following fiscal year.

8. The Service Provider shall not require a Resident or his representative to pay for any Services except where Service Provider provides Services for which the Service Provider is authorized to require the Resident to make payment in accordance with provisions in the Home and Community Care Policy Manual.
9. The Service Provider will submit semi annual reports to VCH within forty-five (45) days of the end of each six (6) month period ending March 31st and September 30 each year. These financial reports will be in the format laid out by VCH in Schedule B1 or such amended form as VCH requires from time to time. Service Provider will submit annual audited financial statements to VCH in accordance with Section 16 of the Agreement.

Financial reports will be mailed to: *[Insert]*

10. VCH may from time to time and at its own expense, upon reasonable prior notice to the Service Provider, have its financial records and books of account reviewed or examined by a representative of VCH, a person designated by VCH or a duly authorized independent chartered accountant to ascertain the accuracy of the accounts, records and reports. If a chartered accountant examines the records and books of account, the chartered accountant shall report on the following:
 - whether or not the records and books of account were adequate to permit a determination of the amounts payable by VCH in accordance with Schedule “B”;
 - the amount payable by VCH to the Service Provider; and
 - whether any overpayment or underpayment has been made.

SCHEDULE B-1

ASSISTED LIVING/SUPPORTIVE LIVING
SEMI-ANNUAL REPORT



Assisted Living/Supportive Living Facilities - Semi-Annual Report

Provider Name: _____

Program Name: _____

For the Period: _____ to: _____ # of Units: _____

REVENUE: Please report year-to-date figures only			\$/ Tenant Day
VCHA Operational Funding			
Tenant Contribution			
CMHC Direct Subsidy			
BC Housing/SAFER Contribution			
Investment Revenue (on Operating Funds)			
VCH Capital Funding			
Other Capital Funding			
Other Revenue (excluding salary recoveries)			
TOTAL REVENUE			

EXPENDITURES: Please report year-to-date figures only			
Staffing (not including Relief)	(Please select "Direct Service" or "Contracted")	(Staffing Dollars linked from Pg. 3 details)	
Staffing Profile to be completed on Pg.3			
CARE			
Recreation Worker			
A/L Worker - LPN			
A/L Worker - Health Care Worker			
SUPPORT			
Maintenance			
Housekeeping/Laundry			
ADMIN			
Administrator/ A/L Coordinator			
Administrative Support			
Subtotal			
Relief - Care			
Relief - Support			
Relief - Admin			
Accrued Salary & Wages			
Total Labour Costs			

Benefits

E.I.
 C.P.P.
 W.C.B.
 M.S.P.
 Pension Plan
 Extended Health & Dental
 Group Life, A.D.D. & L.T.D.
 Other (attach details)
 (Less: Benefit Recovery)

Total Benefits
Total Staffing Costs

Facility & Equipment

Rent
 Mortgage (P&I)
 Property Taxes
 Utilities
 Maintenance & Repairs
 Replacement (Equipment & Furniture)
 CMHC Replacement Reserve
 Other (specify):

Total Facility & Equipment Charges

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Supplies

Raw Food Costs
 Supplies - Housekeeping/Laundry
 Supplies – Kitchen
 Supplies – Medical/Incontinent
 Other miscellaneous supplies

Total Supplies Costs

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Administration

Administration/Office Expenses
 Audit
 Association Dues
 Purchased Services (Non-Labour)
 Insurance
 Other

Total Administration Costs

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TOTAL EXPENDITURES

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TOTAL REVENUE (from Page 1)

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PROJECTED SURPLUS/(DEFICIT)

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Staffing Costs & Hours (not including Relief for Direct Service Staff):

	Union Affiliation	# Union / Non Union FTE's	# Excluded FTE's	Total Paid Hours	Total Salary Linked to Page 1 Summary	
CARE						
Recreation Worker						
A/L Worker - LPN						
A/L Worker - Health Care Worker						
SUPPORT						
Dietary/Food Services						
Maintenance						
Housekeeping/Laundry						
ADMIN						
Administrator/ A/L Coordinator						
Administrative Support						
PURCHASED SERVICES						
Other						
Subtotal						
Relief - Care						
Relief - Support						
Relief - Admin						

Certification by Authorized Officer

This financial report has been prepared from the books and records of the Residential Care Facility and, to the best of my knowledge and belief has been prepared in accordance with the instructions and definitions issued by the Ministry of Health.

AUTHORIZED SIGNATURE: _____ DATE: _____

POSITION: _____

SCHEDULE C

PERFORMANCE MANAGEMENT

Service Providers and VCH staff will implement the outcome based performance management framework for Assisted Living as set out herein. Service Providers are accountable for collecting and reporting data related to performance measures, in compliance with VCH requirements. This information will provide VCH with baseline information and will be used as an indication of the quality of care and the value for money of the Agreement on an ongoing basis.

The evaluation framework focuses on ensuring the principles of Assisted Living are being met. Assisted Living is intended to add maximum value and satisfaction to Residents, their families, the surrounding community, and to the health system continuum. It is also intended to prevent or delay admission to residential care, and therefore, have a preventive component.

Performance indicators have been developed collaboratively with Service Providers, and include:

- Success in maintaining the individual in the community.
- Satisfaction levels of:
 - Residents
 - Families
 - Staff
 - Community Stakeholders
- Cost-effectiveness of providing support in an Assisted Living setting in relation to other options.
- Utilization rates

Service Providers will provide any quality management reports reasonably requested by VCH on an ad hoc basis.

VCH SUPPORTIVE LIVING – PERFORMANCE EVALUATION FRAMEWORK (Assisted Living)

VCH Dimensions	AIM Dimension	Goal /Objective/ Expectation	Indicators of Success	MEASUREMENT		
				Responsible Party	Measurement Tool	Frequency of Reporting
Responsiveness (System Integration)	Availability	Increase the current rate of SL units per 1000 population age 75+ to the target # of SL units per 1000 population age 75+ identified for each year (based on the latest CCN plan with revised AL targets).	2004/05 – 3.5 SL Units/1000 popn 75+ 2005/06 – 6.4 SL Units/1000 popn 75+ 2006/07 – 14.0 SL Units/1000 popn 75+	VCH	QUIST	Annually (Period: Apr 1-Mar 31)
Responsiveness (System Integration)	Accessibility	1) Wait times for clients identified as appropriate for Assisted Living does not exceed 90 days (from point of registration to move in).	1) 100 % of clients move in within 90 days of being registered as waiting for Assisted Living	VCH	Access Reporting Forms	By Period
		2) Clients have access to an Assisted Living residence in the geographic area of their choice.	2) 100% of clients enter a site in the geographic area of their choice	VCH	Access Reporting Forms	By Period (by HSDA)
		3) Provider advises VCH of suitability of client in a timely manner.	3) Provider advises VCH of suitability of client within 7 days of client having been interviewed by Provider.	Provider	AL Manager Audit	Semi Annually (Sept 30)
Resource Management and Quantity	Effectiveness	Select clients who are appropriate for a Supportive Living environment and, provide an environment and services which allow people to age in place	80% of clients have a length of stay of at least 1 year, prior to discharge to another living setting (ie complex care).	VCH & Provider	Provider Occupancy Reports (LOS prior to discharge; reason for discharge)	Annually (Period: Apr 1-Mar 31)

VCH Dimensions	AIM Dimension	Goal /Objective/ Expectation	Indicators of Success	MEASUREMENT		
				Responsible Party	Measurement Tool	Frequency of Reporting
Resource Management and Quantity	Efficiency / Cost Effectiveness	Establish services which represent good value for money for VCH.	VCH cost per supportive living unit does not exceed \$55 per resident per day, on average.	VCH	Contract/budget	Annually (Mar 31)
		Ensure that the number of personal care hours funded under the budget corresponds to the number of pc hours the total resident population actually requires	# of personal care hours required by total resident population in the building are within +/- 5% of the funded model	VCH	Financial Reports (# hrs of PC service/client/16 hr day. Excl night care)	Semi Annually (Sept 30)
		Ensure that personal care staffing levels meets the agreed upon budgeted (funded) level.	Personal care staffing levels are within +/- 5% of the funded model.	Provider	Financial Reports	Semi Annually (Sept 30)
Resident/ Community Focus	Respect and Caring	Residents are satisfied with the Supportive Living arrangement and principles of Supportive Living are reflected in day to day operations (ie choice, dignity, independence, etc)	90% overall resident satisfaction levels, as demonstrated on key questions.	Provider (+ standard VCH questions)	Resident Satisfaction Survey	Annually (Period Apr 1-Mar 31. To be submitted by Mar 31)
				Provider	AL Manager Audit	Annually (by Mar 31)
		Clients have the opportunity to provide regular input into their care and their environment	<ul style="list-style-type: none"> Individual service plan is initiated within 1 week of entry, then reviewed within 6 weeks of entry. Annual review of individual service plan is completed. Mechanisms are established for resident input to occur at least quarterly throughout the year. 	Provider	“	“
				Provider	“	“

VCH Dimensions	AIM Dimension	Goal /Objective/ Expectation	Indicators of Success	MEASUREMENT		
				Responsible Party	Measurement Tool	Frequency of Reporting
System Competency Resident/ Community Focus	Continuity of Service/ Maintaining Client	Services are integrated and coordinated to ensure continuity of service for residents in Supportive Living	Effective Working Relationship between VCH and Provider, as demonstrated by: <ul style="list-style-type: none"> • Regular meetings between case manager and AL staff (minimum: monthly) • Timely response to issues of immediate concern (ie by next working day) 	VCH/Provider	Partnership Evaluation Form (TBD)	Annually (Mar 31) – Part of contract mgmt review process
		Timely access to services such as complex care	<ul style="list-style-type: none"> • Wait times for residents identified as needing complex care do not exceed 30 days. 	VCH	QUIST (Waitlist Data)	By Period

SCHEDULE D

INSURANCE

The Service Provider shall provide, maintain and pay for any insurance which he/she is required to provide by law or which he/she considers necessary to cover any risks he/she may assume as a result of entering into this Agreement.

1. The Service Provider shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the VCHA:
 - 1.1. **Comprehensive General Liability** in an amount not less than \$5,000,000 inclusive per occurrence, insuring against third party bodily injury, personal injury and property damage. The **VCHA** is to be added as an insured under this policy. Such insurance shall include, but not be limited to:
 - .1 Products and Completed Operations Liability;
 - .2 Owner's and Contractor's Protective Liability;
 - .3 Blanket Written Contractual Liability;
 - .4 Contingent Employer's Liability;
 - .5 Personal Injury Liability;
 - .6 Non-Owned Automobile Liability;
 - .7 Cross Liability;
 - .8 Employees (and if applicable Volunteers) as Additional Insureds;
 - .9 Broad Form Property Damage; and
 - .10 if applicable, Resident's Legal Liability in an amount adequate to cover a loss to premises of the VCHA occupied by the Service Provider.
 - 1.2 **Automobile** Liability on all vehicles owned, operated or licensed in the name of the Service Provider, in an amount not less than \$2,000,000.
 - 1.3 **Professional Liability** in an amount not less than \$2,000,000 insuring the Service Provider's liability resulting from errors and omissions in the performance of professional services under this Agreement
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the VCHA.
3. The Service Provider shall ensure all required insurance is in place prior to the commencement of the work or services. When requested by the VCHA, the Service Provider shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the VCHA with 30 days advance written notice of cancellation or material change.
5. The Service Provider hereby waives all rights of recourse against the VCHA with regard to damage to the Service Provider's property.

6. The Service provider will comply with the *Workers Compensation Act*, and in particular, will obtain and maintain during the term of this agreement the necessary coverage for Service Provider's employees, and will upon request of VCHA provide particulars of such coverage.

SCHEDULE E

CUSTODY AND CONTROL OF DATA

1. Definitions

“Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as the same may be amended or supplemented from time to time.

“Associate” means “associate” as defined in the Act.

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

“Data” means “personal information” as defined in the Act which is collected, acquired, obtained by or on behalf of the VCHA, in relation to providing the Services.

“Information and Privacy Coordinator” means the Information and Privacy Coordinator appointed by the VCHA to manage the custody, control and access of Records and Data under the Act.

“VCHA” means the Vancouver Coastal Health Authority.

“Records” means any records containing Data whether created, collected, acquired or obtained by the VCHA or the Service Provider and includes any books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which Data is recorded or stored by graphic, electronic, mechanical or other means.

“Service Provider” means the Service Provider identified in the attached Agreement for assisted living services.

2. Service Provider Subject to the Act

The Service Provider hereby acknowledges that the VCHA is a public body subject to the provisions of the Act. The Service Provider hereby agrees that in order to carry out its duties and obligations under this Agreement, the Service Provider may have access to Data and that at all times during the Term of this Agreement the Service Provider, in dealing with Data and Records, will comply with the requirements of all applicable laws including in particular the requirements of the Act, and any order of or security requirements prescribed by the Commissioner under the Act, as if, and to the extent that, the Service Provider is bound by the Act. For further clarification, the Service Provider acknowledges that, by virtue of this Agreement, it is subject to and bound by the requirements of the Act, and agrees to take all necessary steps to understand and ensure it is fully compliant with its obligations under the Act.

3. Ownership of the Records

Subject to paragraph 4, all Records, whether or not created by the Service Provider, will be deemed to be the exclusive property of the VCHA. The Service Provider acknowledges that, in the course of performing the Services, the Service Provider does not obtain any right, title or interest in or to the Records or the Data. No interest or any right respecting the Data or the Records, other than as expressly set out herein, is granted to the Service Provider under this Agreement, by implication or otherwise.

4. Excluded Records

For greater clarification, this Schedule E (and specifically the provisions of paragraph 3) do not apply to any information, documents or records that:

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

5. Access to Data and Records

The Service Provider is hereby granted temporary access to Data and temporary custody or possession of the Records on the terms and conditions of this Agreement and for the sole and express purpose of fulfilling its obligations under this Agreement and for no other use. Except for standard electronic back-up procedures of the Service Provider disclosed to and approved by the VCHA, the Service Provider will not copy or reproduce any Records without the VCHA's prior written consent. The Service Provider must store back-up records off-site in Canada under conditions which are the same as or better than the originals. All Data and Records must be stored in Canada and accessed solely in Canada, unless specifically authorized by the VCHA. The Service Provider will utilize reasonable security measures to ensure that the Data and Records cannot be accessed, physically or electronically from any location outside of Canada. The Service Provider will not remove, physically, electronically or in other manner whatsoever from the authorized premises, any Records or Data, without the VCHA's prior written consent.

6. Return of Data and Records Upon Request

Upon the request of the VCHA for any reason whatsoever, the Service Provider will deliver to the VCHA or destroy promptly, according to the VCHA's instructions all Data and Records and will confirm such delivery or destruction to the VCHA in writing. After a request is made under this paragraph, the Service Provider may not retain any Records or copies of Records for any purpose without the prior written consent of the VCHA.

7. Disclosure to Third Parties

Except as specifically permitted by this Agreement, the Service Provider will not disclose and will not allow any of its employees, agents, representatives or associates to disclose in any manner whatsoever any Data or any Records to any person, firm or corporation without the prior written consent of the VCHA, and the Service Provider hereby acknowledges that such consent will only be provided if such disclosure is permitted under the Act and the third party agrees, in writing, to be bound by the Act. The Service Provider also agrees to take reasonable precautions to prevent any unauthorized use, disclosure or dissemination of the Data or the Records.

The Service Provider will notify the Information and Privacy Coordinator of any requests from third parties for copies of Records or access to Data in the possession or control of the Service Provider.

If the Service Provider or anyone to whom the Service Provider transmits Data or Records pursuant to this Agreement becomes legally compelled to disclose any of the Data or becomes subject to legal proceedings in which any order of direction for compelled disclosure is sought by a third party, the Service Provider will provide the Information and Privacy Coordinator with prompt written notice thereof.

Without limiting the foregoing, if the Service Provider or any of its employees, agents, representatives or associates receives a demand for disclosure which is from, or appears to be from outside Canada, then the Service Provider must immediately notify (and cause its employees, agents, representatives or associates to notify) the Minister of Management Services and the Information and Privacy Coordinator of the VCHA.

8. Privacy Representative

Immediately upon execution of this Agreement, the Service Provider will appoint a representative to be responsible for the Service Provider's compliance with this Schedule to this Agreement and the Act (the "Privacy Representative"). The Service Provider will grant its Privacy Representative sufficient authority to communicate and execute documents on behalf of the Service Provider as may be required from time to time for this purpose. The Service Provider will promptly provide the VCHA with the name of its Privacy Representative and will promptly notify the VCHA of any change of its Privacy Representative. The signatory on behalf of the VCHA, or their successor designated in writing, will be the individual representative of the VCHA responsible for supervising the Service Provider's compliance with this Schedule to this Agreement.

9. Notice of Breach/Notice of Risk

The Service Provider will notify the VCHA immediately of any disclosure or any risk of unauthorized access to Records or Data by any person or entity not authorized by this Agreement to have such Records or Data including full details of such disclosure or risk. The Service Provider will co-operate with the VCHA in avoiding the risk, preventing the recurrence of such disclosure and, to the extent feasible, in recovering the disclosed Records or Data, including any copies.

Any employee, agent or representative of the Service Provider who reports a foreign demand for information shall be subject to the protections set forth in the Act.

10. Employees, Representatives and Associates of the Service Provider Bound by the Act

The Service Provider and the VCHA hereby further acknowledge and agree that in order to fulfill its obligations under this Agreement it may be necessary for the Service Provider to grant employees, agents, representatives or associates of the Service Provider access to Data and Records. The Service Provider hereby agrees that:

- a) it will only make Data available to its employees, agents, representatives or associates to the extent it is necessary for the purpose of fulfilling the Service Provider's obligations under this Agreement;
- b) it will not provide access to the Data to any associate employee or representative person or entity while that associate is located (whether permanently or temporarily) or resident in a foreign jurisdiction; and
- c) it will cause each of its employees, agents, representatives or associates providing services on behalf of the Service Provider under this Agreement to enter into a confidentiality agreement, with the Service Provider and the VCHA, in a form and substance acceptable to the VCHA wherein the employee, agent, representative or associate will agree, among other things, to comply with the requirements of all applicable laws including in particular the requirements of the Act as if that person were originally bound by the Act and the Service Provider is granted the right to terminate the employee, agent, representative or associate for breach of that obligation.

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

The Service Provider will properly advise each of its employees, agents, representatives and associates providing services under this Agreement of the requirements of the Service Provider under this Agreement and the Act. If requested by the VCHA, the Service Provider shall provide and conduct specific ongoing training for all such individuals to ensure their compliance with the Act. The Service Provider will, to the extent legally permissible, discipline all employees, agents and representatives who do not comply with the Act and this Schedule.

The Service Provider specifically assumes all responsibility for its employees, agents, representatives and associates and for the breach by any of its employees, agents, representatives or associates of any provision of the Act.

The Service Provider hereby agrees to indemnify and save harmless the VCHA, its directors, officers and employees, or any of them, from and against any and all loss, cost, liability or expense suffered or incurred by the VCHA with respect to any actual or alleged breach by the Service Provider, or its employees, agents, representatives or associates of any of its or their respective covenants or obligations under this Schedule to this Agreement, or its or their non-compliance with the provisions of the Act

11. Subcontractors

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

12. Compliance Audits

In addition to any other rights of inspection VCHA may have under the Agreement or under law, VCHA and/or its representatives and agents may conduct periodic audits of the performance by the Service Provider, its employees, agents, representatives, associates and subcontractors, if any, under this Agreement and compliance under the Act, and, in particular, VCHA may inspect any Data in the possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to the management of Data or its compliance with this Schedule E and the Act.

13. Default

Notwithstanding anything in this Agreement to the contrary, the Service Provider and the VCHA hereby agree that a breach by the Service Provider of any Sections of this Schedule or of any provisions of the Act which directly bind the Service Provider, will constitute a material default by the Service Provider and the VCHA may terminate the Agreement immediately upon written notice to the Service Provider.

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

14. Termination

Upon the expiration or earlier termination of this Agreement, the Service Provider will promptly return to the VCHA or destroy promptly, according to the VCHA's instructions, all Records or Data in the Service Provider's possession and will confirm that delivery or destruction to the VCHA in writing.

If for any reason all Records in the Service Provider's possession are not returned to VCHA or destroyed, the Service Provider's obligations under this Schedule E with respect to all Records or Data shall continue in force after the Agreement terminates or expires. The Service Provider may not retain any Records or copies of Records for any purpose without the prior written consent of the VCHA.

15. No Withholding

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

16. Location of Data

The Service Provider may maintain Data or Records only at locations of the Service Provider as authorized in writing by the VCHA. The Service Provider will maintain reasonable security measures or such other measures as may be required under the Act, including a high level of physical security of Data rooms and premises which house Records, personal information, servers and systems processors and will restrict access to such areas to authorized personnel only.

17. Segregation of Data and Records

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

18. Compliance With Request Under the Act

The Service Provider shall immediately notify the Information and Privacy Coordinator of VCHA if it receives a request for access to Records under the Act, and shall respond only in compliance with the Act and in co-operation with and at the direction of the VCHA. Without limiting the generality of the foregoing, the Service Provider shall co-operate with and assist in any investigation of a complaint that Data or Records have been used or disclosed contrary to the Act or this Agreement.

19. Specific Covenants – Data Handling

The Service Provider shall undertake the following steps, as relevant and applicable to the electronic or paper record-keeping environment in the Service Provider's operation:

- a) take a physical inventory, at least annually, of all Records, to identify any losses;
- b) ensure that access systems require individual user identification to be unique and re-authenticated each time access is made to the Data or Records;

- c) implement appropriate controls for the issue, change, cancellation, and audit-process of user identifications and authentication mechanisms;
- d) ensure authentication codes and passwords are confidential, are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition, are no fewer than eight (8) characters in length, are one-way encrypted, are excluded from automatic log-in procedures and are changed irregularly and at least semi-annually;
- e) maintain and implement formal procedures for terminated employees, agents or representatives who have had access to Data;
- f) design and implement an automated, always-on auditing system which can be accessed by VCHA to monitor access to and use of Data, which system creates an audit trail that automatically records the identity of anyone who accesses Data, recording the date and time of access, and which flags access or access attempts that fall outside set criteria (eg. access outside regular business hours).

20. Other Privacy Regulation

- (a) The Service Provider acknowledges that its compliance with the Act and this Agreement in respect of Data and Records shall be in addition to and shall not otherwise relieve the Service Provider from compliance with privacy laws of general application in the private sector having application to the Service Provider.
- (b) The Service Provider must comply with the provisions of this Schedule E despite any conflicting provisions of the Agreement or the laws of any jurisdiction outside Canada. Without limiting the foregoing, the Service Provider and its employees, agents, representatives and associates are not and shall not, in connection with the provision of its services pursuant to this Agreement, be subject to any order, directive, ruling, requirement, judgment, injunction, award or decree, decision, direction, request or other requirement (collective "Directive") issued pursuant to any foreign legislation. The Service Provider shall immediately inform VHCA if the Service Provider or any of its employees, agents, representatives, or associates receives a Directive and shall comply with VCHA's direction regarding any response to or defence of any such directive.