

File No.: 04-1000-20-2020-049

April 2, 2020

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of January 20, 2020 for:

Consent agreement between Vancouver Fire and Rescue Services (VFRS) and British Columbia Emergency Health Services (BCEHS).

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2020-049); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Cobi Falconer, FOI Case Manager, for

[Signature on file]

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ag

**FIRST RESPONDER AND BC EMERGENCY HEALTH SERVICES COLLABORATION
AGREEMENT**

THIS COLLABORATION AGREEMENT (this "Collaboration Agreement") dated for reference the 14th day of January, 2016 (the "Effective Date").

BETWEEN:

British Columbia Emergency Health Services, a body corporate duly incorporated by Act of the Legislature of British Columbia, and having its head office at 2261 Keating Cross Road, Saanichton, BC V8M 2A5

("BCEHS")

AND:

City of Vancouver, a municipal corporation, continued pursuant to the *Vancouver Charter*, having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4, as represented by its **Vancouver Fire and Rescue Services** division

(the "**Local Government**")

(together the "**Parties**" and each a "**Party**")

WHEREAS:

A. The Parties recognize and acknowledge the important role that first responder agencies have fulfilled for many years in providing certain high quality emergency health services as part of the provincial emergency response system in British Columbia.

B. BCEHS wishes to continue, strengthen and maintain a pro-active working relationship between first responder agencies, including the Local Government's first responder agencies, and BCEHS in the provision of a provincial emergency response system in British Columbia.

C. The Local Government has operated and continues to operate Vancouver Fire and Rescue Services and has certain employees and volunteer members who are licensed as First Responders under the provisions of the *Emergency Medical Assistants Regulation*, B.C. Reg. 210/2010 (which replaced Regulation 562/2004), and which is acknowledged to be out-of-date, and is anticipated to be replaced or amended so as to be updated to reflect current best practices in emergency services by the Provincial Cabinet (as recommended by BCEHS) in the near future..

D. This Collaboration Agreement recognizes the desire of the parties to continue a strong working relationship between the parties to ensure that patients receive quality emergency

health services that put the needs of the patient first.

E. To best serve patients in British Columbia, the Resource Allocation Plan established and amended from time to time by BCEHS for 911 emergency health services is intended to, among other things:

- (i) provide for appropriate first responder services resource allocation within a clinical context; and
- (ii) be medically-driven with a primary focus on patients.

F. Under the *Emergency Health Services Act* (British Columbia), BCEHS has the power and authority to, among other powers:

- (i) provide emergency health services and ambulance services in British Columbia;
- (ii) provide such urgent health services and ancillary health services as BCEHS considers advisable, including in such locations in British Columbia as BCEHS considers advisable; and
- (iii) collaborate, to the extent BCEHS considers appropriate, with agencies, municipalities and other organizations and persons in the planning and coordination of:
 - (1) the provision, in British Columbia, of provincially, regionally and locally integrated ambulance services, emergency health services, urgent health services and ancillary health services; and
 - (2) the recruitment and training of emergency medical assistants and other persons to provide the services referred to in subparagraph (1);

and no person may do anything that BCEHS is authorized to do under the Act except with the written consent of BCEHS, and on terms it may specify.

F.1 In this regard, BCEHS and the Local Government wish to specifically authorize the implementation of a program to facilitate the administration of Naxolone (also known as "Narcan") by the Local Government's First Responders, but also intend this Collaboration Agreement to serve much broader emergency health services programs, initiatives, and their relationship in general over the term of this Collaboration Agreement.

G. In conducting their respective activities under this Collaboration Agreement, without limiting either the BCEHS' nor Local Government's respective statutory mandates, the Parties intend to continue to work together in an open and collaborative manner to the benefit of patients in British Columbia and in accordance with the Act and Vancouver Charter respectively and on and subject to the terms and conditions set out in this Collaboration Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

1. Definitions

- (a) **"Act"** means the *Emergency Health Services Act* (British Columbia);
- (b) **"EMA Licensing Board"** means the licensing board continued under the Act;
- (c) **"Emergency Health Services"** has the same meaning as in the Act;
- (d) **"Emergency Medical Assistant"** has the same meaning as in the Act;
- (e) **"EMA FR Services"** means only those activities which an EMA (as defined in the Regulation) holding a license in the category EMA FR (as defined in the Regulation) is permitted to perform under the Regulation, and for certainty does not apply to activities undertaken by the First Responder under the direction and policies of the Local Government which are outside the scope of the Act such as, for example, those to which Section 1 of the Good Samaritan Act apply or to those authorized under the *Vancouver Charter*, as opposed to the Act;
- (f) **"First Responder"** means an individual, at the time the EMA FR Services are provided, who is licensed in British Columbia as an EMA (as defined in the Regulation) under any category of license in the Regulation and is employed by, contracted to or a volunteer to the Local Government;
- (g) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (h) **"Regulation"** means the Emergency Medical Assistants Regulation, B.C. Reg. 210/2010;
- (i) **"Resource Allocation Plan"** means the resource allocation plan prepared and amended from time to time by BCEHS that prescribes, among other things, the qualification, mode and attendance for a given 911 (or emergency) call; and
- (j) **"Training Services"** has the meaning set out in Section 4.1(b).

2. BCEHS Responsibilities

2.1 BCEHS will:

- (a) endeavour to continue and maintain a good working relationship with the Local Government with respect to the EMA FR Services; and
- (b) as BCEHS considers appropriate, take into consideration in its strategic planning process related to EMA FR Services any corresponding significant impact on first responder agencies.

2.2 BCEHS will promptly make available to the Local Government Program Manager all directions, programs, policies and practices with which the Local Government is expected to comply under this Collaboration Agreement, including any amendments to existing directions, programs, policies and practices.

3. Local Government Responsibilities

3.1 Subject always to the Local Government's rights, powers, and duties under the *Vancouver Charter*, the Local Government:

- (a) will endeavor to continue and maintain a good working relationship with BCEHS;
- (b) will designate a contact person from within its agency who provides, and is knowledgeable concerning, the EMA FR Services. The contact person will serve as the primary point of contact for BCEHS with regard to this Collaboration Agreement (the "**Local Government Program Manager**"). The Local Government may change the Local Government Program Manager with written notice to BCEHS;
- (c) acknowledges and agrees that the Act governs the provision of EMA FR Services and Training Services within the Province and that, in addition to its obligations under this Collaborative Agreement, the Local Government is obligated to comply with the Act, *Vancouver Charter*, and related legislation and laws, as amended from time to time;
- (d) will continue to provide, and will cause its First Responders to provide, the EMA FR Services as and when requested by BCEHS and Training Services within the overall framework of the British Columbia province-wide emergency services health care system as set out in, and in compliance with, the terms and conditions of this Collaboration Agreement;
- (e) in order to support the provision of high quality care to patients, will, in the provision of EMA FR Services and Training Services, adhere, and cause its First Responders to adhere, to all directions, programs, policies and practices applicable to the Local Government or the EMA FR Services that are established from time to time by BCEHS; and
- (f) will, and will cause its First Responders to, adhere to all reporting requirements with respect to the EMA FR Services and Training Services that are established by BCEHS from time to time.

3.2 Unless otherwise expressly set out in this Collaboration Agreement, the Local Government will perform its obligations under this Collaboration Agreement at its own cost.

4. **Consent**

4.1 BCEHS consents to the Local Government continuing to:

- (a) provide EMA FR Services in British Columbia through its First Responders; and
- (b) arrange appropriate training in British Columbia for its own personnel to provide the EMA FR Services and entering into agreements or arrangements for that purpose (the "**Training Services**"),

in each case subject to the terms and conditions contained in this Collaboration Agreement, the Act and the Regulation.

4.2 Notwithstanding that the Local Government's First Responders may hold a category of license that, under the Act and Regulation, qualify the First Responders to provide Emergency Health Services other than the EMA FR Services, no consent is provided by BCEHS under this

Collaboration Agreement for the Local Government to provide, and for certainty this Collaboration Agreement does not and will not be interpreted so as to authorize the Local Government to provide or authorize its First Responders to provide, any Emergency Health Services except for the EMA FR Services and the Training Services. Any such services provided by the Local Government outside of this Collaboration Agreement will not be subject to the terms of this Collaboration Agreement.

5. Other Service Delivery Expectations and Obligations

5.1 In addition to its obligations under Section 3.1, but subject to its rights, powers, and duties under the *Vancouver Charter*, the Local Government will, and will cause its First Responders to, comply with the Resource Allocation Plan, as amended from time to time by BCEHS, in the provision of the EMA FR Services.

5.2 Unless permitted pursuant to Section 5.4 in an amending agreement entered into between BCEHS and the Local Government, but subject to its rights, powers, and duties under the *Vancouver Charter*, the Local Government will only provide, and will only permit its First Responders to provide, EMA FR Services at the request of BCEHS, such request to be made by BCEHS to the Local Government through BCEHS's Emergency Medical Dispatch System or such other system as expressly designated in writing by BCEHS from time to time for such purpose.

5.3 For clarity, but subject to its rights, powers, and duties under the *Vancouver Charter*, the Local Government will not, and will not permit its First Responders to, transport patients to whom the Local Government's First Responders provide EMA FR Services.

5.4 The Local Government may request that BCEHS consent to permit the Local Government's First Responders to respond to 911 or emergency calls that fall outside the requirements of the Resource Allocation Plan or to otherwise permit the Local Government to provide Emergency Health Services other than the EMA FR Services and Training Services (such other services collectively referred to as "**Additional Services**"). BCEHS will have the right, in its sole and absolute discretion, to decide whether or not to agree to such a request, BCEHS may condition any such approval on the Local Government and BCEHS first entering into such amendment to this Collaboration Agreement as BCEHS requires setting out, among other terms, the Local Government's obligations with respect to such Additional Services. Without limiting the foregoing, if BCEHS agrees to permit the Local Government to perform any Additional Services, then:

- (a) the Local Government will:
 - (i) unless otherwise expressly agreed in any amendment to this Collaboration Agreement, assume and hereby assumes any and all legal and financial commitments and liability of whatsoever nature and kind associated with the provision by the Local Government or its First Responders of Additional Services;
 - (ii) without limiting the obligations specifically set out in this Collaboration Agreement, comply with all directions, programs, policies and practices that are established from time to time by BCEHS with respect to the Additional Services and, unless such Additional Services are the subject of an amending agreement to this Collaboration Agreement between the Local Government and BCEHS, with the applicable provisions of this Collaboration Agreement in the provision of any Additional Services; and

- (iii) indemnify and save harmless BCEHS, its directors, officers, employees and agents against and from any and all claims which may be brought or made by any person against BCEHS in consequence of the Local Government or its First Responders providing the Additional Services, and whether sustained or incurred by reason of negligence or default, including legal fees and disbursements; and
- (b) unless otherwise specified in any amendment to this Collaboration Agreement, Sections 3.1, 5.3, 6, 7, 9, 10, 11, 19.1, 20.1, Appendix A and any other obligations of the Local Government which by their nature are intended to apply to the provision of Additional Services, will apply *mutatis mutandis* to the provision of the Additional Services as if they were EMA FR Services.

6. Qualifications, Training & Competency Expectations

6.1 The Local Government will for the purposes of the activities to which this Collaboration Agreement applies:

- (a) ensure that all of its First Responders:
 - (i) have and maintain an appropriate Emergency Medical Assistant license as issued by the EMA Licensing Board; and
 - (ii) comply with all applicable continuing competence requirements established by the EMA Licensing Board from time to time;
- (b) only allow a First Responder to provide the EMA FR Services on behalf of the Local Government and to do so:
 - (i) in accordance with BCEHS directions, programs, policies and practices;
 - (ii) only for EMA FR Services which the First Responder has been trained; and
 - (iii) only for EMA FR Services with respect to which the First Responder is licensed and holds a proper licence endorsement under the Regulation.

6.2 In addition to complying with applicable medical oversight programs with which the Local Government is required to comply under this Collaboration Agreement, in providing the EMA FR Services the Local Government will, subject always to its rights, powers, and duties under the *Vancouver Charter*, require its First Responders to accept direction from any Emergency Medical Assistant employed by BCEHS (the "**BCEHS Emergency Medical Assistant**") who has been dispatched by the British Columbia Ambulance Service to the scene of a medical emergency when:

- (a) both a First Responder and the BCEHS Emergency Medical Assistant are in attendance;
- (b) the direction provided by the BCEHS Emergency Medical Assistant is directly related to the provision of the EMA FR Services;

- (c) the direction provided by the BCEHS Emergency Medical Assistant does not require the First Responder to provide any EMA FR Services for which the First Responder is not licensed or does not hold a proper license endorsement under the Regulation; and
- (d) the Local Government has received the consent of BCEHS under this Collaboration Agreement to provide the EMA FR Services for which direction is being given by the BCEHS Emergency Medical Assistant,

except that First Responders may, at their discretion, accept direction or assistance from an off-duty BCEHS Emergency Medical Assistant if the First Responder believes that the direction is in the best interests of the patient.

7. Medical Oversight

7.1 BCEHS has established and may establish additional indirect and direct medical oversight programs as BCEHS considers appropriate (including as to the nature, scope and terms of those programs) with the intention of furthering the delivery of high quality EMA FR Services for the patients of British Columbia.

7.2 Such medical oversight programs may include indirect medical oversight as BCEHS may from time to time consider appropriate, including certain medical policies, standards and protocols established by BCEHS to, among other things, facilitate effective deployment of resources, evidence based decision making and/or to further research and system improvements.

7.3 The Local Government will for the purposes of the activities to which this Collaboration Agreement applies at all times operate under a medical oversight program delivered by BCEHS or a third party medical oversight program approved by BCEHS to ensure that the Local Government's First Responders have appropriate access to direct medical oversight in the provision of the EMA FR Services. Where BCEHS provides the medical oversight program to the Local Government or its First Responders, the Local Government will, if required by BCEHS and if first approved in writing by the Local Government's City Council or Director of Finance and recorded as an amendment to this Collaboration Agreement, reimburse BCEHS for the actual cost of providing such medical oversight program. The Local Government acknowledges that such medical oversight program(s) may vary by geographic area and between different types of first responder agencies. Where medical oversight programs apply to only certain first responder agencies, on request from the Local Government, BCEHS will notify the Local Government Program Manager which of such programs are applicable to the Local Government.

8. Medical Supplies

8.1 The Local Government acknowledges that, unless otherwise agreed in writing between BCEHS and the Local Government, the Local Government will be responsible for the provision of all medical supplies required by the Local Government for the provision of the EMA FR Services.

9. Quality Improvement

9.1 At the request of BCEHS, the Local Government will:

- (a) cause one or more of its First Responders to participate in any quality improvement or audit programs with respect to the EMA FR Services that BCEHS may implement from time to time; and
- (b) participate in any complaints and complaints resolution program(s) that BCEHS may implement from time to time.

9.2 If the Local Government participates in a third party medical oversight program approved by BCEHS, the Local Government will comply with any quality improvement or audit requirements requested from time to time by BCEHS in respect of such third party medical oversight program.

10. Infection Control

10.1 BCEHS may from time to time establish one or more infection prevention and control programs applicable to the EMA FR Services. The Local Government will, and will cause its First Responders to, for the purposes of the activities to which this Collaboration Agreement applies, implement and undertake any infection prevention and/or control programs established by BCEHS related to, or to be followed in the performance of, the EMA FR Services.

11. Patient Records & Information

Subject always to its rights, powers, and duties under the *Vancouver Charter* and *Freedom of Information & Protection of Privacy Act*, the Local Government will continue to create, maintain, and provide to BCEHS patient medical records related to the provision of the EMA FR Services:

- (a) in accordance with record keeping policies, privacy policies and guidelines established by BCEHS from time to time; and
- (b) in accordance with Appendix A [Information Sharing, Privacy and Security Provisions].

12. Term and Termination

12.1 This Collaboration Agreement will continue for an initial term of three years from the Effective Date (the "**Initial Term**") unless it is earlier terminated in accordance with this Section 12. Upon the expiration of the Initial Term, this Collaboration Agreement will automatically renew for successive one year periods unless it is earlier terminated in accordance with this Section 12.

12.2 BCEHS may terminate this Collaboration Agreement immediately on giving written notice of termination to the Local Government for the Local Government's failure to comply with the Act, the Regulation or other applicable laws and regulations.

12.3 If the Local Government commits a breach of this Collaboration Agreement, BCEHS may give written notice to the Local Government specifying the breach and directing its rectification in the period specified in the notice (being a period of not less than 7 days from the date of service of the notice). If the Local Government fails to rectify the breach within the period specified in such notice, BCEHS may immediately terminate this Collaboration Agreement on written notice to the Local Government.

12.4 Either Party may terminate this Collaboration Agreement without reason, cause, or liability on giving 30 days' written notice of termination to the other Party.

13. INDEMNITY

13.1 To the extent that the Local Government is not indemnified under a valid and collectible policy of insurance, BCEHS will indemnify and save harmless the Local Government against and from all claims which may be brought or made by any person (other than the Local Government or its First Responders) against the Local Government and its First Responders as a consequence of providing the EMA FR Services in British Columbia in accordance with this Collaboration Agreement, and whether sustained or incurred by reason of negligence or default, including reasonable legal fees and disbursements in connection therewith.

13.2 Notwithstanding Section 13.1, BCEHS will not indemnify or save harmless the Local Government or any First Responder against claims which are the result of:

- (a) the gross negligence or willful, wanton or reckless conduct of the Local Government or an First Responder in providing the EMA FR Services;
- (b) a First Responder providing EMA FR Services for which they have not been trained or for which they are neither licensed nor hold a proper license endorsement under the Regulation;
- (c) a First Responder traveling to or from a location for the purposes of providing the EMA FR Services;
- (d) a First Responder sustaining bodily injury or death as a result of providing the EMA FR Services;
- (e) the Local Government or a First Responder failing to comply with the terms of this Collaboration Agreement, including Appendix A [Information Sharing, Privacy and Security Provisions]; or
- (f) the Local Government or a First Responder providing Additional Services or Training Services.

14. DEFENCE PROCEDURES FOR AN INDEMNITY CLAIM

14.1 For the purpose of this Section 14:

- (a) "Action" means any action in which a Claim is brought, made or advanced against the Local Government;
- (b) "Claim" means any Claim contemplated by Section 13.1;
- (c) "Judgment" means an award of damages or other monetary compensation made in an Action which the Local Government is ordered to pay by any court having proper jurisdiction, as a result of any Claim brought made or advanced against the Local Government; and
- (d) "Settlement" means an agreement to compromise a Claim or an Action.

14.2 Upon the Local Government becoming aware of any pending or threatened Claim or Action, written notice must be given by or on behalf of the Local Government to BCEHS within ten business days.

14.3 BCEHS will investigate each Action or Claim as BCEHS considers necessary, and will pay the costs of any investigation.

14.4 If BCEHS has reasonable grounds for believing that any of the circumstances described in Section 13.2 applies to the Action, BCEHS may refuse to defend the Action. Such refusal will not relieve BCEHS from its obligations to indemnify the Local Government if it is subsequently determined that Section 13.2 does not apply to the Action.

14.5 If BCEHS obtains the written consent of the Local Government (which the Local Government agrees not to unreasonably withhold or delay), BCEHS may make a Settlement, provided that the Agency or its First Responders will not be required as part of the Settlement to admit liability.

14.6 If the Local Government fails to give consent to the terms of a proposed Settlement under Section 14.5, BCEHS may require the Local Government to negotiate or defend the Action independently of the BCEHS. In this case, any amount in excess of the Settlement negotiated by BCEHS will not be recoverable under this indemnity, and BCEHS will only be responsible for legal fees and costs up to the time when the Settlement could have been made.

14.7 In respect of any claim or action which is founded upon any of the acts specified in Section 13.2, the Local Government will defend or negotiate a settlement and pay any compensation or other payment under any such settlement or any judgment.

15. Prior [Consent Agreement//Consent and Indemnity Agreement] Agreement.

15.1 [Not Applicable – Intentionally Deleted].

16. Appendices

This Collaboration Agreement is supplemented by the following appendices which are attached hereto and form an integral part of this Collaboration Agreement:

Appendix A [Information Sharing, Privacy and Security Provisions].

17. Notices

17.1 Any written communication must be mailed by registered mail or personally delivered to the following address:

if to BCEHS: Chief Operating Officer

 British Columbia Emergency Health Services

 2261 Keating Cross Road,

 Saanichton, BC V8M 2A5

with a copy to:

General Counsel
British Columbia Emergency Health Services
700 – 1380 Burrard Street
Vancouver BC V6Z 2H3

if to the Local Government:

Fire Chief, General Manager of Fire & Rescue Services
Vancouver Fire & Rescue Services
900 Heatley Avenue
Vancouver, BC

With a copy to:

City of Vancouver
Director of Legal Services
#401 – 515 West 10th Avenue
Vancouver, BC

- 17.2 Any written communication from a Party will be deemed to have been received by the other Party on the fifth business day after mailing in British Columbia or on the date of personal delivery if personally delivered.
- 17.3 Any Party may, from time to time, notify the other Party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of Section 17.1 of this Collaboration Agreement, be deemed to be the mailing address of the Party giving notice.
- 17.4 Notwithstanding Sections 17.1 to 17.3, any notice to be provided to the Local Government Program Manager under this Collaboration Agreement may be provided to the contact address last provided by the Local Government for that Local Government Program Manager and may be given by e-mail, personal delivery, facsimile or mail.

18. Interpretation

- 18.1 The headings appearing in this Collaboration Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Collaboration Agreement.
- 18.2 Any reference to a statute or regulation in this Collaboration Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or regulation.

- 18.3 In this Collaboration Agreement, wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.

19. Assignment, Waiver and Amendment

- 19.1 The Local Government will not assign, directly or indirectly, this Collaboration Agreement or any right under this Collaboration Agreement nor will it sub-contract the provision of the EMA FR Services. BCEHS may assign this Collaboration Agreement in its discretion.
- 19.2 This Collaboration Agreement will enure to the benefit of and be binding upon the Parties and their successors and permitted assigns
- 19.3 No term or condition of this Collaboration Agreement and no breach by the Local Government of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by BCEHS.
- 19.4 The written waiver by BCEHS of any breach by the Local Government of any term or condition of this Collaboration Agreement will not be deemed to be a waiver of any other provision or any subsequent breach of the same or any other provision of this Collaboration Agreement.
- 19.5 No amendment or modification to this Collaboration Agreement will be effective unless it is in writing and duly executed by the Parties.

20. General

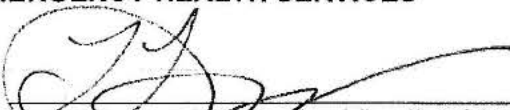
- 20.1 This Collaboration Agreement does not operate as a permit, license, approval or other statutory authority which the Local Government may be required to obtain from the Province of British Columbia or any of its agencies in order to provide the EMA FR Services.
- 20.2 Nothing in this Collaboration Agreement is to be construed as interfering with the exercise by the Local Government, BCEHS, the Province of British Columbia or any of their respective agencies of any statutory power or duty.
- 20.3 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Collaboration Agreement or any actions of the Parties pursuant to this Collaboration Agreement.
- 20.4 Neither Party will in any manner whatsoever commit or purport to commit the other Party to the payment of money to any person, firm or corporation.
- 20.5 The provisions of this Collaboration Agreement which by their nature are intended to survive, including any indemnities, will survive any expiration or sooner termination of this Collaboration Agreement.
- 20.6 This Collaboration Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

- 20.7 If any provision of this Collaboration Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Collaboration Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby, and will be enforceable to the extent permitted by law.
- 20.8 Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Collaboration Agreement.
- 20.9 Time will be of the essence in this Collaboration Agreement.
- 20.10 This Collaboration Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Collaboration Agreement.
- 20.11 This Collaboration Agreement may be executed in counterparts, which when taken together will constitute one and the same Collaboration Agreement. This Collaboration Agreement may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

IN WITNESS WHEREOF the Parties hereto have executed this Collaboration Agreement the day and year first written.


BC EMERGENCY HEALTH SERVICES

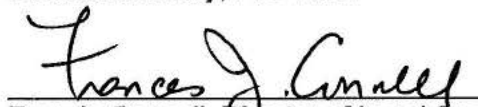
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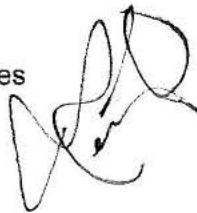

Linda M. Lupini, Executive Vice President

CITY OF VANCOUVER, as represented by its Vancouver Fire & Rescue Services, by its authorized signatories:]

Per:


John McKearney, Fire Chief


Frances J. Connell, Director of Legal Services



APPENDIX A

Information Sharing, Privacy and Security Provisions

1. Purpose and Acknowledgement

The purpose of this Appendix is to document the terms and conditions of the exchange of personal information between BCEHS and the Local Government, in compliance with the *Freedom of Information and Protection of Privacy Act* (FOIPPA) and the Act.

The Local Government understands and acknowledges that for the purposes of the activities to which this Collaboration Agreement applies it is a "service provider" to the BCEHS as defined in FOIPPA and as such it is subject to the provisions of FOIPPA as applicable to the personal information and records shared pursuant to this Collaboration Agreement.

2. Personal Information

In this Appendix:

"personal information", "contact information", and "record", all have the meanings defined in FOIPPA.

BCEHS retains control over all personal information transferred to the Local Government under this Collaboration Agreement. The authority over all personal information, including its collection, use, disclosure, access, destruction, and integrity remains with the BCEHS. The Local Government will comply with any direction given by the BCEHS in relation to personal information collected from BCEHS.

The Local Government will appoint a knowledgeable individual within its organization to be responsible for privacy compliance. The Local Government will promptly advise BCEHS in writing upon the appointment of such individual and any changes to the appointment.

3. Collection of Personal Information

Unless this Collaboration Agreement otherwise specifies or BCEHS otherwise directs in writing, the Local Government will only collect or create personal information that is necessary for the performance of the Local Government's obligations in connection with the EMA FR Services, the Training Services, the exercise of the Local Government's rights or obligations under this Collaboration Agreement, or as permitted by law.

Personal Information may be collected under this Collaboration Agreement pursuant to FOIPPA sections 26(a), (c), (d), (e), (f), and (h).

4. Use and Disclosure of Personal Information

Personal information provided by BCEHS may only be used or disclosed to provide the EMA FR Services, in accordance with this Collaboration Agreement or as permitted by law. No other uses or disclosures are permitted without prior written approval by BCEHS. Without limiting the generality of the foregoing, the Local Government may not match, mine or otherwise combine or manipulate personal information without the prior written consent of BCEHS.

Personal information governed by this Collaboration Agreement may be used for consistent purposes pursuant to FOIPPA sections 32 and 34.

Personal information may be disclosed by BCEHS under this Collaboration Agreement to the Agency pursuant to FOIPPA sections 33.2(a) and 34.

Personal Information may be disclosed by the Local Government to BCEHS pursuant to FOIPPA sections 33.1(1)(e), 33.2(a), (c), (d), and (l).

5. Investigations, Quality Improvement and Audit

The Local Government will cooperate with BCEHS and any committee, including any committee as defined in section 51 of the *Evidence Act*, as amended, including but not limited to cooperation with any investigations or quality reviews. The Local Government will, as applicable, ensure its personnel are familiar with the statutory obligations set out in section 51 of the *Evidence Act*.

6. In Canada Only

Unless BCEHS otherwise directs in writing, the Local Government may only store, permit access to, or disclose personal information inside Canada.

The Local Government acknowledges and agrees that it will take all steps necessary to prevent personal information from coming into the custody or control of, or being accessed by, a foreign entity.

7. Access Requests

If the Local Government receives a request for access to personal information related to this Collaboration Agreement from a person other than the BCEHS, the Local Government will promptly advise the person to make the request to BCEHS. If BCEHS has advised the Local Government of the name or title and contact information of an official of BCEHS to whom such requests are to be made, the Local Government will also promptly provide that official's name or title and contact information to the person making the request.

The Local Government agrees that it will immediately inform BCEHS if the Local Government receives any order, directive, ruling, requirement, judgment, injunction, award or decree, decision or other requirement issued with respect to personal information related to this Collaboration Agreement.

8. Security

Each Party will make reasonable arrangements to maintain the security of the personal information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal. Each party will implement this Collaboration Agreement in conformity with FOIPPA and the British Columbia Office of the Chief Information Officer's policies, guidelines and standards.

The Local Government takes full responsibility for causing its volunteers, employees and subcontractors to comply with the provisions of this Collaboration Agreement. The Local Government will provide appropriate and ongoing training to its volunteers, employees and sub-contractors regarding FOIPPA and this Collaboration Agreement. The Local Government will either have policies that require or by way of a signed privacy and confidentiality agreement require every volunteer, employee and subcontractor engaged in

the performance of the EMA FR Services to comply with FOIPPA including specifying that discipline, up to and including termination of the volunteer engagement, employment, or sub-contract may result if an individual, without authority, accesses, uses, discloses or disposes of personal information contrary to FOIPPA. **A suggested form of agreement is set out in Schedule "A".**

9. Compliance Monitoring and Investigations

The Local Government will record and monitor access to the personal information in its possession, and make such information and related records available to BCEHS upon request.

The Local Government will advise BCEHS within one working day of any circumstances, incidents or events, which to its knowledge have jeopardized or may in future jeopardize:

- (a) the privacy of individuals; or
- (b) the security of any computer or communication system in its custody that is used to access or store the personal information.

If for any reason the Local Government does not comply, or anticipates that it will be unable to comply, with a provision in this Collaboration Agreement in any respect, the Local Government will promptly notify BCEHS of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

The Local Government will investigate all reported cases of:

- (a) unauthorized access to or modification of the personal information in its custody;
- (b) unauthorized use of the personal information in its custody;
- (c) unauthorized disclosure of the personal information in its custody; and
- (d) breaches of privacy or security with respect to the personal information in its custody or with respect to any electronic system in its custody that is used to access the personal information.

The Local Government will report to BCEHS the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the personal information or electronic systems, or the privacy of individuals to whom the personal information relates.

The Local Government will co-operate with, and assist in, any BCEHS investigation of a complaint that personal information has been collected, used or disclosed contrary to FOIPPA or this Collaboration Agreement.

10. Termination of Agreement - General

Upon termination of this Collaboration Agreement, the Local Government will be required to immediately return all personal information provided to it by BCEHS. Personal information may not be withheld from the BCEHS for any reason, including in any dispute.

11. Indemnity

[Intentionally Deleted]

12. General

If a provision of this Collaboration Agreement (including any direction given by BCEHS under this Collaboration Agreement) conflicts with a requirement of FOIPPA or an applicable order of the Commissioner under FOIPPA, the conflicting provision of this Collaboration Agreement (or direction) will be inoperative to the extent of the conflict. If a provision of this Collaboration Agreement (including any direction given by BCEHS under this Collaboration Agreement) conflicts with the information sharing, privacy and security obligations of the Local Government, the conflicting provision of the Collaboration Agreement will be inoperative to the extent of the conflict.

SCHEDULE "A"

_____ [Name of Individual] ("Contractor") will be providing services to _____ [name of Local Government] (the "Local Government") located at _____. In providing services to the Local Government, Contractor will have the ability to access, collect and use personal information of patients and other confidential information (the "**Confidential Information**"), and Contractor is obligated to ensure the privacy, confidentiality and security of the Confidential Information.

COVENANT

I, the undersigned Contractor, acknowledge that upon my engagement with Local Government, it will be a condition of my access to Confidential Information that I maintain the confidentiality and security of the Confidential Information and report any breach or suspected breach of confidentiality or security and any wrongdoing or suspected wrongdoing of which I am or become aware.

I, the undersigned, agree that upon my engagement with Local Government:

I will access and deal with Confidential Information: (a) only to the extent expressly required in order for me to perform my regular duties with Local Government and to patients; and (b) in strict accordance with the written policies and processes that have been determined by Local Government (collectively, the "**Security Requirements**").

I will not disclose any Confidential Information except as clearly permitted or provided for by the Security Requirements.

I acknowledge and agree that, if I cease providing services to the Local Government, I will not disclose to any person any Confidential Information nor take with me any Confidential Information received during my relationship with Local Government.

I acknowledge that, upon my engagement with Local Government, my failure to comply with the provisions of this Agreement will be cause for and may result in disciplinary action up to and including, where necessary, the termination of my relationship with Local Government.

IN WITNESS WHEREOF I have executed this
Access Agreement as of the _____ day of _____,
20____. SIGNED,
SEALED and DELIVERED by ♦ in the
presence of:

Signature

Print Name

Address

Occupation

♦