

**CONTRACTING SERVICES AGREEMENT**

**BETWEEN**

**CARIBOO CHILCOTIN REGIONAL HOSPITAL DISTRICT**

**And**

**QUESNEL COMMUNITY ECONOMIC DEVELOPMENT CORPORATION**

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**SCHEDULE A – SCOPE OF SERVICES AND SCHEDULE  
SCHEDULE B – FEES**

## CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT dated the 19th day of November 2020.

BETWEEN:

**CARIBOO CHILCOTIN REGIONAL HOSPITAL DISTRICT**  
180 North Third Avenue, Suite D  
Williams Lake, BC V2G- 2A4  
(the “**Region**”)

AND:

**QUESNEL COMMUNITY ECONOMIC DEVELOPMENT CORPORATION.**  
401 – 410 Kinchant Street  
Quesnel BC V2J 7J5  
(the “**Contractor**”)

WHEREAS:

- A. the Region wishes to engage the Contractor to provide certain services to the Region, as described in this agreement; and
- B. the Region and Contractor have agreed to enter into this agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the agreements and covenants set out in this agreement the Region and the Contractor agree as follows:

### **1. SERVICES**

#### **1.1 Services**

The Region hereby retains the Contractor to provide the services as described generally in Schedule A (the “**Services**”).

#### **1.2 Standard of Care**

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Region is relying on the Contractor’s experience and expertise.

### **1.3 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates as set out in the terms of this contract, or as otherwise agreed to in writing by the Region and the Contractor.

## **2. INDEPENDENT CONTRACTOR**

The parties acknowledge that in entering into this agreement and in providing the Services, the Contractor has and will have the status of an independent contractor and that nothing in this agreement will contemplate or constitute the Contractor as an agent, partner or employee of the Region for any purpose.

It is the responsibility of the Contractor to make his own arrangements for Work Safe BC coverage. Activities under the Contract shall be carried out at all times in conformity with the Work Safe BC Health and Safety Regulations. Confirmation of coverage and status of account must be submitted to the Region within 30 days of Agreement assignment.

## **3. FEES**

### **3.1 Fees**

The Region will pay to the Contractor the fees as set out in Schedule B (the “Fees”).

### **3.2 Payment**

The parties agree to the following payment:

- (a) Payment will be paid by the Region upon receipt of an Invoice and
- (b) The Region will pay the portion of an Invoice which the Region determines is payable as soon as possible and generally within **30** days of the receipt of the Invoice; and
- (c) If the Region objects to any portion of an Invoice, the Region shall notify the Contractor in writing within 10 days of receipt and identify the specific cause of the disagreement and the amount in dispute.

Payment by the Region of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the Region.

## **4. INSURANCE AND INDEMNITY**

### **4.1 Contractor's Insurance Policies**

The Contractor will obtain and maintain, at the Contractor's expense, Liability Insurance naming the Cariboo Regional District as additionally insured, in the amount of no less than two million dollars (\$3,000,000). The insurance shall cover the Contractor's operations and actions at the Region's site, and proof of coverage shall be provided within fifteen (15) working days of contract issuance.

### **4.2 Indemnity**

The Contractor will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement or any wrongful or negligent act of the Contractor or any employee or agent of the Contractor.

### **4.3 Survival of Indemnity**

The indemnity described in section 4.2 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

## **5. TERM AND TERMINATION**

### **5.1 Term**

This agreement will come into effect as of January 01, 2021, and will continue until Services are completed, no later than December 31, 2023, unless terminated in accordance with this Section 5 (the "Term"). Subject to exception by the Region.

### **5.2 Termination by the Region**

The Region may terminate this agreement at any time and for any reason by giving written notice of termination to the Contractor. Subject to Section 5.3, the Region will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the Contractor, and, for certainty, no amount will be owed on account of lost profits relating to the portion of the Services not performed.

### **5.3 Rights of the Region upon Termination for Cause**

If the Region terminates this agreement under section 5.2 for cause, then the Region may:

- (a) Withhold payment of any amount owing to the Contractor under this agreement for the performance of the Services; and
- (b) Set off the total cost of completing the Services incurred by the Region against any amounts owing to the Contractor under this agreement.

## **6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement (the “**Confidential Information**”), and will not, without the prior express written consent of the Region, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

## **7. WORK PRODUCT**

The Contractor hereby sells, assigns and transfers to the Region the right, title and interest required for the Region to use and receive the benefit of all the reports and information (“**Work Product**”) produced by or resulting from the Services undertaken by the Contractor. The Contractor may retain copies of the Work Product for its own use.

## **8. GENERAL**

### **8.1 Applicable Laws**

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

### **8.2 Compliance with Laws**

The Contractor will provide the Services in full compliance with all applicable laws.

### **8.3 Subcontracting and Assignment**

The Contractor will not sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the Region.

### **8.4 Entire Agreement**

This agreement, including all attached schedules, contains the entire agreement of the parties regarding the provision of Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement.

## **8.5 Amendment**

This agreement may be amended only by agreement in writing, signed by both parties.

## **8.6 Survival of Obligations**

All of the Contractor's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

## **8.7 Cumulative Remedies**

The Region's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the Region at law or in equity.

## **8.8 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. The addresses for delivery will be as follows:

### **CARIBOO CHILCOTIN REGIONAL HOSPITAL DISTRICT**

180 North Third Avenue, Suite D  
Williams Lake, BC V2G- 2A4  
FAX: (250)392-2812  
Email: lloveng@cariboord.ca

### **QUESNEL COMMUNITY ECONOMIC DEVELOPMENT CORPORATION**

401 – 410 Kinchant Street  
Quesnel, BC V2J 7J5  
Email: areid@quesnel.ca

## **8.9 Unenforceability**

If any provision of this agreement is found to be invalid or unenforceable by a Court of Competent Jurisdiction, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

## **8.10 Headings**

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.



**8.11 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

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**CARIBOO CHILCOTIN REGIONAL HOSPITAL  
DISTRICT**

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**QUESNEL COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
(Amy Reid, Economic Development Officer)**

## SCHEDULE A - SCOPE OF SERVICES

### Scope of Work

The Corporation will complete the following Scope of Work:

Retain the services of a Physician and Health Professional Recruitment Liaison for the Quesnel area.

The Physician and Health Professional Recruitment Liaison will work on recruitment and retention activities for positions within the boundaries of the Cariboo Chilcotin Regional Hospital District. The incumbent will work collaboratively with the health care communities, the Northern Health Authority, and community members.

The Physician and Health Professional Recruitment Liaison will:

- develop a strategic recruitment plan to address current and anticipated service gaps;
- build strong relationships with current health care professionals and community leaders and organizations that will help to present a positive experience for potential recruits and new professionals;
- build strong relationships with the both the physician recruitment staff and the nursing/health professional recruitment staff with Northern Health;
- create effective advertisements and promotional materials to attract prospective physicians and health professionals to the community;
- work with the City of Quesnel on the development of promotional materials that reflect the lifestyle of those communities for use in attracting potential recruits.
- attend recruitment events as needed;
- coordinate recruitment site visits and ensure that visits are tailored to the needs of the potential physician or health professional and that they create an attractive welcoming environment both within the medical community and within the broader community;
- coordinate a community welcome program for prospective recruits and help to integrate new recruits and their families into the community.

Recruitment initiatives will align with those of Northern Health and all physician recruitment efforts will focus only on physicians willing to obtain hospital privileges from Northern Health.

The Corporation will provide quarterly updates on activities and associated expenditures to the District. The Corporation will also provide a detailed annual report to the District in October of each year, and if requested, may also report annually to either North Cariboo Joint Advisory Committee or Quesnel City Council. A written summary of outputs and outcomes may also be provided to the board on an annual basis, as requested.

This summary could include the number of new arrivals and services provided by the Healthcare Recruitment Coordinator, key vulnerabilities or anticipated shortage of service, new resident marketing materials developed by the City of Quesnel, any additional related initiatives of the City of Quesnel and/or the Healthcare Recruitment Team, and the current total number of physicians practicing in the community.

The annual report would also comment on progress made towards achieving the objectives set out below:

- Ensure every resident in the Quesnel area has access to a primary care physician
- Ensure primary care physicians are well supported by a robust complement of other healthcare professionals, including specialist physicians, allied health professionals, nurse practitioners, and medical technologists
- Encourage physicians arriving in Quesnel under a Return of Service agreement to stay beyond their committed term and encourage improved retention across all healthcare professionals

## **SCHEDULE B – FEES**

The District will pay a total of \$161,275.43 to the Corporation to be utilized as follows:

- \$52,697.50 shall be paid for the period January 01, 2021 - December 31, 2021 and will be payable quarterly upon receipt of invoices to be submitted in conjunction with submission of quarterly updates for the Cariboo Chilcotin Regional Hospital District. Quarterly updates with accompanying invoices are to be submitted at the end of March, June, September and December. The funds shall support the services of the Physician and Health Professional Recruitment Liaisons and associated costs for travel, development of promotional materials, etc.
- \$53,751.45 shall be paid for the period January 01, 2022 - December 31, 2022 and will be payable quarterly upon receipt of invoices to be submitted in conjunction with submission of quarterly updates for the Cariboo Chilcotin Regional Hospital District. Quarterly updates with accompanying invoices are to be submitted at the end of March, June, September and December. The funds shall support the services of the Physician and Health Professional Recruitment Liaisons and associated costs for travel, development of promotional materials, etc.
- \$54,826.48 shall be paid for the period January 01, 2023 - December 31, 2023 and will be payable quarterly upon receipt of invoices to be submitted in conjunction with submission of quarterly updates for the Cariboo Chilcotin Regional Hospital District. Quarterly updates with accompanying invoices are to be submitted at the end of March, June, September and December. The funds shall support the services of the Physician and Health Professional Recruitment Liaisons and associated costs for travel, development of promotional materials, etc.