

APPENDIX 4H

GENERAL MANAGEMENT SERVICES

1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of the Agreement:

“**Contingency Plans**” has the meaning set out in Section 2.10 of this Appendix;

“**Facility Condition Report**” has the meaning set out in Section 2.12 of this Appendix;

“**Joint Technical Review**” has the meaning set out in Section 2.12 of this Appendix;

“**Policy and Procedure Manual**” means the Project Co manual of policies and procedures for each Service.

2. GENERAL MANAGEMENT SERVICES

2.1 General Requirements

- (a) Project Co will perform the General Management Services in compliance with this Appendix and all other requirements of this Agreement.
- (b) Project Co will continuously perform the General Management Services throughout the Operating Period, and is responsible for such Services 24-hours per day 365(6) days per year.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) This Appendix includes a table that references Performance Indicators applicable to General Management Services. The Performance Indicators include all provisions of the relevant section of this Appendix referenced in the table and all other Services required or reasonably inferred to be required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the General Management Services to be performed.
- (e) Without limiting the requirements of the Agreement, including the other provisions or this Appendix, Project Co will:
 - (1) provide high quality, efficient, innovative and flexible General Management Services at all times;
 - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Provider and Sub-Contractors) with the skills necessary to perform the Services;
 - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;

- (4) research and develop new service delivery methods and apprise the Authority of their benefits;
- (5) manage matters and marshal resources as required to participate in non-medical emergency responses and to provide a high level of customer care;
- (6) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;
- (7) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co, the Service Provider and Sub-Contractors;
- (8) exercise competent supervision of the Services at all times; and
- (9) provide all quality assurance and quality monitoring.

2.2 Scope of Service

- (a) The General Management Services also include preparation, establishment and implementation of the Plans, including the performance of all General Management Services set out in the Plans in Schedule 4.
- (b) For convenience of reference the General Management Services are separated into the following elements, as further described in Sections 2.3 to 2.12 of this Appendix:
 - (1) Management and Administration;
 - (2) Performance Monitoring;
 - (3) Periodic Reporting;
 - (4) Human Resource Matters;
 - (5) Training and Ongoing Knowledge and Skills Development;
 - (6) Occupational Health & Safety/Risk Management;
 - (7) Health Services Accreditation;
 - (8) Contingency Planning;
 - (9) Communications; and
 - (10) Joint Technical Review.
- (c) Any General Management Services that do not specifically fall within one of the elements will be deemed to fall within the Management and Administration element.

2.3 Management and Administration

Project Co will:

- (a) coordinate communication and liaison between Project Contractors, Sub-Contractors and Project Co, and, as may be reasonably required from time to time, between Project Contractors, Sub-Contractors and the Authority;
- (b) cooperate with and assist the Authority in the interface and coordination of other work or services delivered by the Authority and/or its contractors other than Project Co and the Service Providers and Sub-Contractors;
- (c) prepare and maintain Policy and Procedure Manuals;
- (d) subject to the Authority's requirements from time to time, implement a comprehensive system of financial and management controls relating to the delivery of the Services;
- (e) in addition to specific requirements of Schedule 16 (Communication Roles), provide on request and within 24 hours information that is reasonably required for contribution to the Authority's internal and external public relations relating to the Services;
- (f) in accordance with the notification requirements established by Project Co as part of the relevant Policy and Procedure Manual established for the relevant Services, notify the Authority immediately after Project Co becoming aware of any hazard that has resulted or may result in serious injury or life threatening outcome to any person in relation to the Site, including personnel of the Authority;
- (g) in connection with the provision of the Services, Project Co will liaise with:
 - (1) the Authority when undertaking or preparing to undertake action in respect of the Services which may impact upon the performance of the Authority Activities or upon the comfort and/or well being of patients, hospital employees, medical staff or visitors, including the posting of a project notification process; and
 - (2) external advisors and Governmental Authorities in respect of the Services, as reasonably required by the Authority;
- (h) be responsible for the provision of all IT and Telecommunications equipment and software necessary for the provision of the Services, which will interface with systems. This must occur in consultation with the Authority's IMIT. Such IT and Telecommunications systems must be in accordance with Good Industry Practice and comply with all applicable Laws. Examples of such devices and systems include:
 - (1) Personal computers (PCs) and workstations (including PACS workstations);
 - (2) Hard drive images for PCs and workstations, o printers and photocopiers;
 - (3) Network switches, wireless access points and security switches;
 - (4) Network cabling;
 - (5) Application software;
 - (6) Telephone system and telephones;
 - (7) Uninterruptible power supplies (UPSes);
 - (8) Wireless communications systems; and

(9) Nurse call systems.

Additionally, equipment configurations (staging) and labelling must conform with the Authority's IMIT standards and policies in effect at the time;

- (i) appoint a general manager who will provide overall coordination of all Services. Project Co's management team will oversee the day-to-day operations, will establish necessary policies, quality assurance systems and controls assurance and will comply with the provisions of this Agreement, including requirements to comply with applicable Law and Authority Policies, all to ensure delivery of high quality services;
- (j) make provision for and cooperate with the Authority in the management of visits by government officials, dignitaries, etc.;
- (k) implement, following discussions and agreement with the Authority, reasonable arrangements with regards to religious observances and other special cultural occasions. On an annual basis, the Authority will provide Project Co with a list of religious observances and other special cultural occasions to be recognized. Such observances or occasions will reflect those commonly recognized within the community in which the Facility is located, and the overall volume of such occasions will be in proportion to other similar hospitals and mental health centres within the Province;
- (l) work to minimize acts of vandalism; and
- (m) provide the following Operating Period Plans, including required updates, in accordance with Schedule 4:
 - (1) Annual Service Plans;
 - (2) Five Year Maintenance Plans;
 - (3) Life Cycle Plan;
 - (4) Environmental Management Plan; and
 - (5) Energy Management Plan.

2.4 Performance Monitoring

- (a) Project Co will provide all performance monitoring of, and reporting in connection with, the Services, including pursuant to the Performance Monitoring Program and other reporting described in Sections 6.1 and 6.3 of Schedule 4 (Services Protocols and Specifications).

2.5 Periodic Reporting

- (a) As set out in Section 6.2 of Schedule 4 (Services Protocols and Specifications), Project Co will prepare and deliver the Performance Monitoring Report to the Authority's Operating Representative within five Business Days of the end of each Payment Period during the Operating Period.

2.6 Human Resources Matters

- (a) Project Co will develop and implement appropriate operational policies, procedures and practices, subject to review by the Authority, relative to human resources matters, including recruitment and orientation training and ongoing operations, which will include:
- (1) job role descriptions, tasks and responsibilities;
 - (2) reporting relationships for each job;
 - (3) geography of the Site and Facility;
 - (4) interaction with lines of communication between Project Co and the Authority;
 - (5) acknowledgement of applicable Law and Authority Policies;
 - (6) Project Co policies on health and safety, and all other policies;
 - (7) use of machines relevant to the provision of the Services;
 - (8) handling, storage and use of cleaning materials and equipment, including familiarization with the Facility's materials, finishes and colour coding system;
 - (9) manual material handling (where applicable);
 - (10) patient and customer care;
 - (11) personal hygiene;
 - (12) properly and presentably dressed in appropriate uniforms and work wear including protective footwear and protective clothing where required;
 - (13) maintaining a high standard of personal hygiene commensurate with their allocated tasks;
 - (14) fire risks and fire precautions, contingency plans and emergency codes;
 - (15) first aid training;
 - (16) mutual respect training as per Authority standards of conduct, workplace behaviour;
 - (17) CMMS user instruction;
 - (18) Confidentiality Agreement;
 - (19) infection control policies;
 - (20) occupational health and safety responsibilities, and due diligence;
 - (21) Workplace Hazardous Material Information System (WHMIS);
 - (22) code of conduct, including mutual respect, workplace harassment, and violence in the workplace;

- (23) site orientation;
 - (24) maintaining records on professional competency, including all training records;
 - (25) ensuring that all personnel are properly trained for the relevant Service; and
 - (26) ensuring all personnel are licensed, trained and members of professional associations to an appropriate level commensurate with the responsibility of the post held and tasks required to be undertaken with training records maintained as noted above and made available to the Authority for inspection upon written request; and
 - (27) ensuring that all Project Co personnel, including managers, are knowledgeable regarding the foregoing issues.
- (b) Project Co will provide that all new personnel involved in the delivery of any Service will take an orientation course prior to their commencement at the Facility, and will not permit any such personnel to commence the delivery of any Service unless they have take the orientation course. Such an orientation course will include the relevant information from the orientation courses provided by the Authority to employees of the Authority. Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that 6 month period, deliver to the Authority a list of the personnel involved in the performance of the Services and whose employment commenced during the preceding six-month period and the date at which the relevant orientation course was provided.

2.7 Training and Ongoing Knowledge and Skills Development

- (a) Project Co will, in addition to the orientation course referred to in Section 2.6(b) above, provide that all personnel are at all times properly and adequately notified, trained, instructed and holding required certifications, in compliance with relevant applicable Law and Authority Policies, including with regard to:
- (1) the task to be performed;
 - (2) the provisions of the Agreement, including the Services Protocols and Specifications, and Plans then in effect that are relevant to the duties to be performed;
 - (3) the use of the CMMS;
 - (4) the job description, and training plans for all job functions related to that description;
 - (5) professional development plan and associated training plan for each employee;
 - (6) the Policy and Procedure Manuals relevant to the Services;
 - (7) all relevant health and safety hazards, rules, policies and procedures established by Project Co concerning health and safety at work, as required in accordance with applicable Law and Authority Policies;
 - (8) use of all machines relevant to their work areas;
 - (9) handling and usage of chemicals and other hazardous materials;

- (10) proper lifting and handling techniques; and
- (11) use of personal protective equipment.
- (b) Project Co will have in place reporting procedures and contingency plans with regard to personnel suffering from any illness including infectious diseases which may compromise the health and/or safety of any Authority employee, physician, patient or visitor and to identify instances of any personnel having knowingly had contact with any person with any illness which may compromise the health and/or safety of any Authority employee, physician, patient or visitor.
- (c) Project Co will provide that all personnel directly employed in the provision of the Services have a good command of the English language.
- (d) Project Co will not permit personnel directly employed in the provision of the Services to commence work until a recent signed form of Criminal Record Check Authorization or similar document is received and the results are reviewed and are satisfactory to Project Co. Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that six month period, report on compliance with the foregoing.
- (e) Project Co will determine, prepare and implement all reasonably prudent policies and practices consistent with the terms of any applicable Authority Policies and subject to and in accordance with the terms of any applicable collective agreements (and where applicable Project Co will develop training programs and tests for ensuring compliance with such policies and practices) relating to:
 - (1) terms and conditions of employment, applicant screening, background checks, selection, hiring, training, supervision, compensation, bonuses, severance, pension plans and other employee benefits, discipline, dismissal, transfer and replacement; and
 - (2) the exercise by any employees of rights under any applicable labour laws including union organizational efforts, recognition and/or withdrawal of recognition, representation vote, contract negotiations, the determination of an appropriate bargaining unit or units, whether to negotiate on a single-employer, coordinated or multi-employer basis, grievances, unfair labour practice charges, strikes, boycotts or other economic activity, and lockouts.
- (f) Project Co will provide the Authority with updated, correct and timely information about the CMMS, which the Authority Representative can use to train and orientate Authority personnel in the use of the CMMS, as required.

2.8 Occupational Health & Safety/Risk Management

- (a) Prior to permitting any person to perform Services, Project Co will comply and require compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of all amounts to the Workers' Compensation Board, and will semi-annually or more frequently as required by the Authority, demonstrate compliance by all such persons, including by providing clearance letters from the Workers' Compensation Board.
- (b) Project Co will:

- (1) develop and implement appropriate operational policies, procedures and practices relative to occupational health & safety/risk management, including with respect to the sections that follow;
- (2) advise the Authority of any breaches by Project Co of applicable Law and Authority Policies related to occupational health & safety;
- (3) comply with applicable Law, Authority Policies, and all health and safety legislation, including the obligation to establish a health and safety committee as well as participation in a joint health and safety committee with the Authority;
- (4) produce a comprehensive health and safety manual and ensuring it is available to, and used by, all personnel;
- (5) ensure all personnel directly employed in the provision of the Services, subject to applicable Law, are properly immunized and tested for influenza and TB skin test (in accordance with Project Co's and the Authority's occupational health and safety policies) and that proper immunization records are maintained;
- (6) ensure that all Project Co employees and Sub-Contractor employees directly employed in the provision of the Services are offered immunization against the Hepatitis B virus at no cost to the worker, upon request for all such workers who have or may have occupational exposure to Hepatitis B virus;
- (7) ensure all Project Co employees and Sub-Contractor employees directly employed in the provision of the Services have received training in proper hand washing procedures;
- (8) procure the services of a safety adviser qualified to at least the Canadian registered safety professional (CRSP) level or equivalent and coordinating the production, amendment and updating of all health and safety procedures of persons providing the Services;
- (9) provide all personnel directly employed in the provision of the Services with suitable and appropriate personal protective equipment (gowns, face shields, masks, etc.);
- (10) ensure suitable first aid and first aid facilities are provided to all personnel directly employed in the provision of the Services;
- (11) maintain and keep up-to-date health and safety records and documentation and make these available for inspection by the Authority, or authorized Governmental Authorities, including:
 - (A) risk assessments in respect of all of the Services;
 - (B) manuals; and
 - (C) method statements.

Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that six month period, report on compliance with the foregoing.

2.9 Health Services Accreditation

- (a) Project Co will assist the Authority and participate in the hospital accreditation process and provide the Services in accordance with the provisions of this Agreement.

2.10 Contingency Planning

- (a) Project Co will develop a contingency failure plan 240 days prior to the Target Service Commencement Date to ensure it is able to deliver all of the Services should there be a malfunction of the CMMS or an Unavailability Event or Service Failure in any of the Plant Services or Utilities Management Services for which Project Co is responsible or that could result in the disruption of Services to the Authority.
- (b) Project Co will participate in, and review annually (only to the extent of the obligations imposed by Schedule 4) with the Authority in the development of seamless contingency plans (the “**Contingency Plans**”), which currently include code red (fire), code blue (cardiac arrest), code pink (neonatal cardiac arrest) code green (evacuation), code orange (disaster), code black (bomb threat), code yellow (missing patient), code yellow STAT (child abduction), code white (aggressive behaviour), code brown (chemical spill), code grey (air exclusion), and code purple (critical overload) for the safety and well-being of Project Co employees, Sub-Contractor employees, Authority staff, physicians, patients, volunteers and visitors.

2.11 Communications

- (a) Project Co will comply with Schedule 16 (Communication Roles).

2.12 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period, Project Co and the Authority, supported by a duly qualified independent inspector and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”) of the Facility. The Joint Technical Review will assess the performance and effectiveness of both the preventive maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Five Year Maintenance Plan, Life Cycle Plan and the Service Protocols and Specifications. The cost of the independent inspector engaged to conduct the Joint Technical Review will be paid by Project Co.
- (b) The current facility condition standard for each Joint Technical Review will be based on the principle that each element of the Facility and the Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) The parties, supported by the independent inspector, acting reasonably, will agree to a standard of normal wear and tear for each review period.
- (d) During the last five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review deferring to the inspection provisions of Appendix 4C (Handback Requirements).

The findings of the Joint Technical Review will be documented in a written report (the “**Facility Condition Report**”) that:

- (1) identifies the condition of the Facility and each element for which Project Co is responsible under this Agreement; and
- (2) identifies any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of the Facility and each element for which Project Co is responsible under this Agreement to the technical standards and specifically, the Services Protocols and Specifications and Life Cycle Plan.
- (e) Within 15 Business Days of receipt of the Facility Condition Report, Project Co will prepare a remediation plan outlining its approach and proposed schedule for rectification of any identified deficiencies through integration with the Five Year Maintenance Plan and the Life Cycle Plan.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. If required, the Parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.
- (g) The Life Cycle Plan and the Five-Year Maintenance Plan, including any life cycle replacement and/or refurbishment works will be amended and updated, as applicable, to include all remediation work identified in the Facility Condition Report and/or the revised Facility Condition Report. Project Co will rectify any identified deficiencies for which it is responsible to the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee.

3. PERFORMANCE INDICATORS

Note: In the following table, a Performance Indicator applies, and a Service Failure occurs, either:

- (a) Per Event (PE), meaning that the Performance Indicator applies, and a Service Failure occurs, for each separate occurrence within the applicable reporting period indicated in the “Frequency Reported” column, for an aggregate total of Service Failures for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payments]); or
- (b) Per Period (PP), meaning that the Performance Indicator applies, and a Service Failure occurs, only once for each applicable reporting period, with a corresponding Deduction for the Service Failure (calculated pursuant to Schedule 8 [Payments]).

If not clearly indicated to the contrary in the “Performance Indicator” column, the Performance Indicator applies on a PE basis.

A Service Failure that is on a PE basis may also be the subject of a Service Failure on a PP basis, and will be taken into account for both.

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
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PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
				PR = Per Request PO =Per Occurrence D =Daily W =Weekly MO = Monthly Q = Quarterly S = Semi-Annually (i.e every 6 months) A = Annually R = Randomly, At Any Moment in Time	L = Low Service Failure M = Medium Service Failure H = High Service Failure
4H1.	2.3(f)	PE - Management and Administration - Notify the Authority immediately of Project Co becoming aware of any hazard		PO	H
4H2	2.3(m)(1)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Annual Service Plans		A / PR	H
4H3	2.3(m)(2)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Five Year Maintenance Plans;		A / PR	H
4H4	2.3(m)(3)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Life Cycle Plan		A / PR	H
4H5	2.3(m)(4)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Environmental Management Plan		A / PR	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
	2.3(m)(5)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Energy Management Plan		A/PR	H
4H6	2.4(a)	PP - Periodic Reporting - Provision of the Performance Monitoring Report	Performance Monitoring Report	MO	H
4H7	2.6(b)	PP (for Semi-annual reporting) and PE (for Per Request) - Human Resources Matters - Completion of orientation course for all personnel	Performance Monitoring Report	S / PR	H
4H8	2.7(a) (5)	PP (for Semi-annual reporting) and PE (for Per Request) - Training and Ongoing Knowledge and skills development – Provision of a professional development plan and associated training plan for each employee	Performance Monitoring Report	S / PR	H
4H9	2.7(d)	PP (for Semi-annual reporting) and PE (for Per Request) - Completion of criminal record check for all new employees directly employed in the provision of the Services	Performance Monitoring Report	S / PR	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
4H10	2.8(a)	PP (for Semi-annual reporting) and PE (for Per Request) - Occupational Health & Safety/Risk Management - WCB Claims Occupational Health & Safety/Risk Management	Performance Monitoring Report	S / PR	H
4H11	2.8(b)	PP (for Semi-annual reporting) and PE (for Per Request) - Occupational Health & Safety/Risk Management - Compliance with requirements	Performance Monitoring Report	S / PR	H
4H12	2.9	PP (for Annual reporting) and PE (for Per Request) - Health Services Accreditation - Accreditation in service areas described in Appendix 4A – 4I	Performance Monitoring Report	A / PR	H
4H13	2.10	PP (for Annual reporting) and PE (for Per Request) - Contingency Planning Production of a Contingency Plan	Performance Monitoring Report	A / PR	H
4H14	2.12	PP - Joint Technical Review - Production of a Remediation Plan	Performance Monitoring Report	Every 5 years post technical review	H