

## Summary of Changes – Residential Contract Template

- The *Client Services Agreement* (CSA) has been replaced with the Terms and Conditions (T&C).
- The *Component Services Schedule* (CSS) has been replaced by the *Service Agreement* (SA) – schedules for residential services.
- Removed all references to the CSA and *Component Services Schedule* (CSS) and just referred to the “Agreement” as a whole.
- Content that was previously found in the CSS “Parts” was relocated and formatted into Schedules A,B,C,D,E,F,G,H,I.
- Numbering and cross references to clauses were corrected throughout the new *Service Agreement* as needed.

## Component Service Schedule to Service Agreement for residential services

New Text

~~Deleted text~~

Clause #	Changes	Now located in the SA-Res (Schedule and Clause #)
<b>Part I: Introduction</b>		
1.1, 1.2 and 1.3	Delete - not required in new template.	N/A
<b>Part II: Funding Period</b>		
2.1	Term of agreement – not changed.	On the signatory page.
<b>Part III: Description of Component Services and Related Provisions</b>		
NEW	Added definitions as needed	Schedule A – 1.1 and 1.2
3.1	No Change.	Schedule A - 1.3
3.2(a)	<u>Simplified Language:</u> Residential <del>and child care</del> Services <del>(the "Component Services" or "Services")</del> to one or more children in care <del>are looked after under sections 25, 26 or 27 of the Child, Family and Community Service Act. and cannot for the present adjust to a family care home, but who still have the ability – with supports – to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.</del>	Schedule A – 1.4(a)
3.2(b)	<u>Simplified language:</u> The Contractor will <del>provide accommodation and associated supervision for</del> <del>assume the responsibility for the care and nurturing of</del> up to the specified number of children, <del>each referred to as a "child", at any one time during the term of this Agreement,</del> at the following Care Setting or Care Settings: <del>(the "Care Setting"), as follows:</del>	Schedule A – 1.4(b)
3.2(c)	Delete as contractors should not be residing in the care setting: <del>The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below</del>	N/A
3.2(d)	No Change	Schedule A – 1.4(c)

3.2(e)	No Change	Schedule A – 1.4(d)
3.2(f)	(ii) <del>assume responsibility for</del> implementing those parts of the child's Care Plan related to the child's residential placement <del>and to including</del> the child's safety and wellbeing in association with the residential placement.	Schedule A – 1.4(e)
3.2(g)	<del>Delete as has no measurement and is redundant as there is a care plan</del> <del>The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).</del>	N/A
3.2(h)	The Contractor will provide services in accordance with the rights of children in care, as required by section 29 of the Agreement. <del>assist the Director to meet the rights of children in care under the Child, Family Community Service Act, Section 70.</del>	Schedule A – 1.4 (f)
3.2(i)	(a) The Contractor agrees to cooperate with:  (i) any valid custody or access orders or agreements relating to the child, as permitted or instructed by the Director  (ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.	Schedule A – 1.4(g)
3.2(j)	The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian, according to the Care Plan for the child.	Schedule A – 1.4(h)
3.2(k)	<del>Replacing clause with new:</del> <del>The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardians and a Director.</del> <u>New Clause:</u> Critical incidents must be reported: (i) immediately when they occur to the Director, family (where appropriate) or emergency and after-hours telephone line; and (ii) in writing the next business day to the Director and the contract Resource Social Worker.	Schedule A – 1.4(i)
3.2(l)	The Contractor will provide the Director full information and particulars concerning a child upon request of the Director. <del>or his/her representative.</del>	Schedule A – 1.4(j)
3.2(m)	No Change	Schedule A – 1.4(k)
3.2(n)	<del>Delete covered under S.4 of T&amp;C:</del> <del>The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.</del>	N/A
3.2(o)	<del>Delete not necessary:</del> <del>The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.</del>	N/A

3.2(p)	The Contractor will provide <b>timely</b> access to the child by: (i) <del>the social worker designated by</del> the Director; and (ii) those persons authorized by the Director.; <del>and those persons authorized access through a court order.</del>	Schedule A – 1.4(l)
3.2(q)	The Contractor will not permit the child to leave the province of British Columbia without the written permission of the <del>social worker designated by the</del> Director.	Schedule A – 1.4(m)
3.2(r)	<del>Deleted - No longer an entry point covered off under clause 1.5: (r) Caregiver, as defined in Section 1 of the Child, Family and Community Service Act, may include the Contractor, a sub-contractor of a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of care givers used by the Contractor is as agreed below</del>	N/A
3.2(s)	<u>Delete already covered off in standards:</u> <del>The Contractor will ensure that:  (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;  (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;  (iii) proper medication storage and dispensing procedures are followed;  (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;  (v) adequate insurance coverage is maintained for any motor vehicles; and  (vi) any crib meets Federal Government safety standards.</del>	N/A
3.2(t)	<u>Delete covered off under H19 in standards:</u> <del>The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the Motor Vehicle Act and related Regulations.</del>	N/A
3.2(u)	<u>Updated clause:</u> The Contractor will <b>remain</b> actively <b>encourage</b> engaged in the Care Setting’s community to support and <del>to</del> maintain <b>neighbourhood education and involvement</b> good relationships with the neighbours.; <del>if the Care Setting is a staffed residential resource.</del>	Schedule A – 1.4(n)
NEW	The Contractor will notify the Director immediately of any <b>complaints received by the public in relation to the Care Setting.</b>	Schedule A – 1.4(o)
3.2(v)	<u>Boilerplate –no longer an entry point:</u> The performance of the <del>contract</del> -Agreement during its Term will be monitored <del>by both parties</del> in accordance with the Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children’s Residential Services. <del>the manner agreed to below</del>	Schedule A – 1.4(p)
3.2(w)	<u>Delete covered off under Schedule E and S.27 of the T&amp;C (no longer an entry point:</u> <del>Both parties agree to a dispute resolution process as outlined below;</del>	N/A

	<del>notwithstanding Section 13.0 of the Agreement: (i)(list applicable the dispute resolution(s), if any or type "not applicable")</del>	
3.2(x)	No Change	Schedule A – 1.1
3.2(y)	No Change	Schedule A – 1.2(a)
3.2(z)	Deleted as this is not required (advised by legal) the obligations of the director are covered under legislation and within the Terms of the contract. <del>The Director will adhere to the provisions of the “Obligations of the Director”, as outlined in Attachment 2 of the Agreement.</del>	N/A
3.2(aa)	<del>Delete as this may not always be appropriate: The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.</del>	N/A
3.2(bb)	A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving Services <del>from the Contractor and revoke any guardianship authority, specified or implied, delegated by a Director to the Contractor.</del>	Schedule A – 1.8
	<u>New Clause:</u> The Director may, from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.	Schedule A – 1.4(q)
3.2(cc)	<u>Updated:</u> If <del>in default of any of</del> the Contractor's is unable to meet their obligations for the care of one or more children under this Agreement <del>Component Schedule</del> , the Contractor must immediately notify <del>a</del> the Director <del>of the nature and extent of the default;</del> and the Director may whether or not a notice has been received pursuant to Section <del>12.01</del> 47 of the Agreement: 1. move the child to an alternate <del>placement</del> <u>Care Setting</u> , as <del>specify in Section 12.06 of the Agreement;</del> 2. take steps pursuant to Section <del>3.05</del> 45 of the Agreement <del>reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services;</del> and 3. <del>pursuant to Sections 12.03(a) and 12.08 of Terminate pursuant to Section 50 the Agreement terminate this Component Schedule.</del>	Schedule A – 1.4(r)
3.3	<del>Delete – no longer required: In addition to the preceding deliverables, the must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule Contractor</del>	N/A
3.4	<del>Delete - no longer entry point (captured under 1.5): The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following: (a) — (List applicable policies)</del>	N/A

3.5	<p><u>Add boilerplate –:</u>  <del>The Contractor will ensure that its organization and activities must comply with applicable policies and the Organizational Standards of the Government of British Columbia and the following</del> Program Standards including:</p> <ul style="list-style-type: none"> <li>(a) Assessment and Approval by contracted agencies</li> <li>(b) Criminal Record Check Procedures for Contracted Agencies</li> <li>(c) Child and Family Development Service Standards: <ul style="list-style-type: none"> <li>a. Child and Family Service Standards</li> <li>b. Children in Care Service Standards</li> <li>c. Caregiver Support Service Standards</li> </ul> </li> <li>(d) Standards for Staffed Children's Residential Services</li> <li>(e) Standards for Foster Home, as required</li> <li>(f) Accreditation Standards, if applicable.</li> </ul> <p><del>(List applicable program standards, if any)</del></p>	Schedule A – 1.5
3.6	<p><u>Delete – adult reference and care plans are already covered off:</u>  <del>The parties agree that the following operational principles apply to the provision of the Services:</del></p> <ul style="list-style-type: none"> <li>(a) <del>clients, whether their needs are simple or complex, short or long term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;</del></li> <li>(b) <del>development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.</del></li> </ul>	N/A
3.7	<p><u>Delete - already covered off under the rights of children (s.70 of the act).</u>  <del>The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's view.</del></p>	N/A
3.8	<p><u>Delete – covered off under S.25 of T&amp;C:</u>  <del>The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the Human Rights Act and the Multiculturalism Act for the provision of the Component Services.</del></p>	N/A
3.9	<p><u>Delete – covered off under S.26 of T&amp;C:</u>  <del>The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.</del></p>	N/A
3.10	<p><u>Delete – covered off under S.27 of T&amp;C:</u>  <del>The Contractor will deal with client complaints about its delivery of the Component Services by: (a) complying with the Province's established complaint process; and</del>  <del>(b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of</del></p>	N/A

	<del>the Ministry of Children and Family Development.</del>	
NEW	<u>New section - gap from CSA &amp; T&amp;C (updated language):</u> The Director must give the Contractor written notice of the new or changed Program Standard, which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice, the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.	Schedule A – 1.6
	<u>New Clause</u> The Director will make available to the Contractor all information in the Director’s custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and wellbeing of a child and a Caregiver.	Schedule A – 1.7
	<u>New Clause</u> The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.	Schedule A – 1.8
<b>Part IV: Fees and Expenses/Payment Provisions</b>		
NEW	<u>New section - gap from CSA &amp; T&amp;C:</u> In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.	Schedule B – 1.2
4.1	<u>Updated:</u> Subject to the provisions of <del>the</del> this Agreement, <del>the Province</del> we will pay <del>to the Contractor</del> you an amount not exceeding \$0,000.00 (not including any applicable taxes), in the aggregate, for providing the <del>Component</del> Services set out in Schedule A, during the <del>term of the Agreement</del> <u>Funding Period</u> .	Schedule B – 1.1
4.2(a)	No Change	Schedule B – 2.1(a)
4.2(b)	<u>Updated:</u> <del>For the following Component Services</del> The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as <del>communicated to the Contractor</del> updated from time to time. No modification of <del>the</del> this Agreement <del>or any Component Schedules to the Agreement</del> is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to <del>the</del> this Agreement <del>Component Schedule</del> will result in an automatic adjustment to the aggregate amount of this <del>Component Schedule</del> Agreement from the date the change in policy takes effect. The <del>Province</del> Director will inform the Contractor of any changes in fixed rates <del>by general notification</del> .	Schedule B – 2.1(b)
4.2(c)	<u>Updated:</u> For the following <del>Component</del> Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the <del>Funding Period</del> Agreement.	Schedule B – 2.1(c)
4.2(d)	<u>Delete – No longer an entry point. We do not adjust funding without</u>	N/A

	<p>a modification:</p> <p><del>The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.</del></p>	
4.3	<p><u>Delete section: Covered off under S. 45-46 of T&amp;C and the Financial Management Guidelines.</u></p> <p><del>If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:</del></p> <p style="padding-left: 40px;"><del>(a) recover the unearned revenue as a debt due to the government in accordance with the Financial Administration Act; or</del></p> <p style="padding-left: 40px;"><del>(b) reduce future payments payable by the province to the Contractor under one or more Component Schedules to this Agreement by the amount of the unearned revenue.</del></p>	N/A
4.4	<p><u>Delete – covered off under S. 45-46 of T&amp;C and the Financial Management Guidelines.</u></p> <p><del>Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.</del></p>	N/A
4.5	<p><u>Delete – No longer entry point. Covered off under S.9 of T&amp;C</u></p> <p><del>In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:</del></p> <p><del>(List refunds and remissions of federal or provincial tax or duty to be remitted to the province, if any, or type "not applicable"</del></p>	N/A
<b>Part V: Statements and Reports</b>		
5.1	<p>The Contractor will submit <span style="background-color: #FF00FF; color: black;">ENTERE TEXT HERE</span> <del>to the Province</del> reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the <del>Component</del> Services. The required content of these reports may include, but is not limited to, the following information:</p>	Schedule I – 1.1
5.1(a)	<p><u>Deleted unnecessary report (already have info from RAP):</u></p> <p>The quantity of services (by # of hours, # of sessions, <del>bed days</del>, etc.) and any variance from expected and contracted deliverables.</p>	Schedule I – 1.1(a)
5.1(b)	<p><u>Delete</u> <del>we already have this info through RAP Schedule A a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services, and</del></p>	N/A
5.1(c)	<p><u>Delete</u> <del>these requirements are covered off in the standards and</del></p> <p><u>Schedule F</u></p>	N/A



	<del>To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in the component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor;</del>	
5.1(d)	No change	Schedule I – 1.1(b)
5.2	The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending <b>DATE</b> . For the purpose of this section, <del>and section 1.2,</del> a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.	Schedule I – 1.2
5.3	<u>Updated:</u> Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 33 of the Agreement, the Contractor will – if the Contractor wishes to negotiate a future agreement – submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1).  Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section <del>9.01</del> 33 of the Agreement, the Contractor will <del>for the purposes of negotiation of any</del> – if the Contractor wishes to negotiate a future agreement – submit to the Province, <del>within 20 business days of prior to</del> the end of the 3rd quarter of the <del>Term Funding Period</del> , a Contractor Revenue and Expense Forecast for the duration of the Funding Period ( <del>A sample of the Contractor Revenue and Expense Forecast is included as in the form attached as Attachment 1. to this Component Schedule.</del> )	Schedule I – 1.3
<b>Part VI: Information Management Plan</b>		
6.1 – 6.13	<u>New schedule created</u>	Schedule F - All
<b>Part VII: General</b>		
7.1	<u>Updated to match SA for consistency:</u> The following property to be acquired by <del>the Contractor</del> you solely with funds to be paid by <del>the Province</del> us under this <del>Component Schedule is specified under section 8.01(e) of the</del> Agreement is specified in this Agreement as property to be owned by <del>the Province</del> us:	Schedule G - 1
7.2	<u>Updated to match SA for consistency:</u> The following property provided by <del>the Province</del> us to you <del>the Contractor or a Subcontractor</del> for the purposes of this Agreement is to be owned by you <del>the Contractor</del> or Subcontractor as indicated:	Schedule G - 2
7.3	<u>Deleted - covered off under S2 of the T&amp;C:</u> <del>The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the Community Care Facility Act.</del>	N/A
7.4	<u>Delete - covered off under S.2 + 8 and 56 of T&amp;C.</u> <del>Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia. Permits and Licenses</del>	N/A
7.5	Delete – no longer an entry point. Covered off under S2 of the T&C	N/A



	<del>The Contractor will obtain all the permits and licenses required to perform the Component Services, including: (a) Community Facilities Licensing (b) (List permits and licenses, if any)</del>	
7.6	<del>Deleted – Clause no longer required in this template (has Schedule D) The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule</del>	N/A
7.7	<del>Deleted - Covered off under S.16-17 of T&amp;C Where deemed to be an employer under the Workers' Compensation Act, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section</del>	
7.8	Updated to match SA for consistency The following persons, or group of persons, or organizations are specified as subcontractors under section <del>11.01</del> 12 of the Agreement.	Schedule C - 1
7.9	<del>Delete No longer entry point - covered off by S.58 of the T&amp;C For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows: Address and fax number for notices to the Province: PROVINCE ADDRESS – FAX NUMBER  Address and fax number for notices to the Contractor: CONTRACTOR ADDRESS – FAX NUMBER</del>	N/A
7.10	Replaced clause to be consistent with SA (new standard designate covers off need for this entire section): <del>In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services: (a) The Province will designate a social worker as a liason for the contractor to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time. (b) The social worker will perform the following functions: (i) Assure there is a Care Plan for each child placed in the Care Setting which is appropriate to the child's needs and to the that meets the ministry standards and policies, and other conditions of care and nurturing provided for involuntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist; (ii) Assess the progress of the Contractor's performance of the their duties and obligations under the Care Plan as established under 1.3(i)7.10(e)(i); (iii) Involve the Contractor and the child's parent(s) and/or Guardian in all planning decisions relating to the child; (iv) Complement and encourage the child's relationship with the Contractor and with the child's parent(s) and/or guardian; (v) Where appropriate, be involved in contacts between the contractor and the child's parent(s), child's extended family and/or guardian of the child; (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and (vii) Where appropriate, assist the Contractor in contacts with the police and courts. (List authorized person by name or position title, if any</del> The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement: (i) Resource Social Worker (ii)	Schedule E - 1.2
7.11	The Contractor <del>designates</del> authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:	Schedule E – 1.1

7.12	<p>Updated to match SA for consistency:</p> <p><del>For the purposes of section 12.03(b) of the Agreement, 30 days written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.</del></p> <p>Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this Agreement is xx days.</p>	Schedule H
------	--	------------

**Part VIII: Service Specific Provisions**

8.1 – 8.7	<p>Notwithstanding language for S18-20 of the T&amp;C. New Section added:</p> <p>Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:</p> <ol style="list-style-type: none"><li>1. In accordance with the <i>Criminal Records Review Act</i>, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the <i>Criminal Records Review Act</i>.</li><li>2. In addition to any criminal record checks or criminal records check verifications required under the <i>Criminal Records Review Act</i>, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province, and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.</li><li>3. In addition to any criminal record checks or criminal record check verifications that are required by sections <del>1</del> and <del>2</del> of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.</li><li>4. If any of the individuals referred to in sections <del>2</del> or <del>3</del> of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.</li><li>5. The Contractor must ensure that criminal record checks required by sections <del>2</del> and <del>3</del> of this Schedule are undertaken every 3 to 5 years as required by the Province.</li><li>6. Upon written request, the Contractor must provide the Province written confirmation that:<ol style="list-style-type: none"><li>(a) criminal record checks have been initiated as required by the <i>Criminal Records Review Act</i>;</li><li>(b) criminal record checks, referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or</li></ol></li></ol>	Schedule H – s.1-6 and heading for Negligence Waiver clause
-----------	---	---

	<p>prior to unsupervised access to children or their records;</p> <p>(c) the Contractor has <del>ve</del> acted in accordance with any instructions from the Province and in accordance with the <i>Criminal Records Review Act</i>; and</p> <p>(d) all other related procedures have been followed.</p> <p><b>Negligence Waiver</b></p> <p>1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.</p>	
--	---	--

8.8	<p><u>Delete - covered off under Schedule A and their requirements under s.70 of the Act.</u></p> <p><del>If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:</del></p> <p><del>(a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;</del></p> <p><del>(b) be informed about their plan of care;</del></p> <p><del>(c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;</del></p> <p><del>(d) reasonable privacy and to possession of their personal belongings;</del></p> <p><del>(e) be free from corporal punishment;</del></p> <p><del>(f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;</del></p> <p><del>(g) receive medical and dental care when required;</del></p> <p><del>(h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;</del></p> <p><del>(i) receive the religious instruction and to participate in the religious activities of their choice;</del></p> <p><del>(j) receive guidance and encouragement to maintain their cultural heritage;</del></p> <p><del>(k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;</del></p> <p><del>(l) privacy during discussions with members of their families, subject to the Child, Family and Community Service Act, Section 70 Subsection (2);</del></p> <p><del>(m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;</del></p> <p><del>(n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and</del></p> <p><del>(o) be informed of their rights under this Act and the procedures available for enforcing their rights</del></p>	N/A
-----	---	-----

**Part IX: Conflict Resolution Officials**

9.1	No Change	Schedule E – 2.1
-----	-----------	------------------

**Attachment 1 – Contractor Revenue and Expense Forecast**

	<p>Updated:</p> <p>*Definitions from the <a href="#">MCFD Contracting Financial Reporting and Management Requirements Specified Audit Procedures, Chapter 6, General Management Operating Policy.</a></p> <p>Comments regarding variances:</p>	Attachment 1
--	--	--------------

**Attachment 2 – Insurance**

	Fully replaced insurance language (Provided RMB)	See Schedule D – 1-7
<b>Attachment 3 - Obligations of the Director</b>		
	Removed attachment – not required.	Covered under Legislation and clauses in the contract.