



<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Children and Family Development</p> <p>(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable) at the following address:</p>	<p>AND</p> <p>(the "Contractor", "you", or "your" as applicable) at the following address:</p>
<p>, British Columbia,</p> <p>Fax Number:</p> <p>Email:</p>	<p>, British Columbia,</p> <p>Fax Number:</p> <p>Email:</p>
<p>The term for the Service Agreement begins on and ends on .</p>	
<p>THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.1 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:</p> <ul style="list-style-type: none"> SCHEDULE A - SERVICES SCHEDULE B - PAYMENT SCHEDULE C - APPROVED SUBCONTRACTOR(S) SCHEDULE D - INSURANCE SCHEDULE E - AUTHORIZED PERSONS SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY) SCHEDULE G - ASSETS SCHEDULE H - ADDITIONAL TERMS SCHEDULE I - REPORTING AND MONITORING <p>(collectively, the "Agreement")</p>	

SIGNED AND DELIVERED on the ____ day of _____, _____ on behalf of the Province by its duly authorized representative.

Signature: _____

Print Name: _____

Position: _____

SIGNED AND DELIVERED on the ____ day of _____, _____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: _____

Print Name: _____

Position: _____

Contractor: By signing above you agree that you have read, understand, and agree to be bound by, the Terms and Conditions and the Schedules for the Service Agreement

Summary

Term to

Total Amount Agreement:

Allocation by Program and Services

Programs Services	
	Sub-Total
Non-Programs Services	
	Sub-Total
	Total

Allocation by Community

Communities Served	
	Total

Allocation by Program and Services

Core Business Area	
	Total

SCHEDULE A - SERVICES

General:

Programs and Services

Core Business:

Program Name:

Program Description:

Target Population:

Outcome:

Communities Serviced:

Service:

Service Description:

Input:

Recipient of Service:

Output Indicators:

Quantity:

Service:

Service Description:

Input:

Recipient of Service:

Output Indicators:

Quantity:

Business Area Outcomes

Non-Program Services

Program Name:

Service:

Service Description:

Input:

Recipient of Service:

Output Indicators:

Quantity:

SCHEDULE B - PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement we will pay you an amount not exceeding (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 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.

Payments

Monthly Recurring

- 2.1 We will pay you the fixed payment allocation of , on or about the 15th day of the month commencing on the day of , as provided in the following payment schedule:

First Month Partial Payment	Monthly Payments	Number of Recurring Months	Last Month Partial Payment

Variable

- 2.1 We will pay you, to a maximum amount of invoiced to us as during the Term of the agreement.
- 2.2 In order to obtain payment of invoice, the Contractor must deliver to the Province a written statement of account in a form satisfactory to the Province containing:
 - 1. the Contractor’s legal name and address;
 - 2. the date of the statement;
 - 3. the Contractor’s calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
 - 4. a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - 5. the Contractor’s calculation of all applicable taxes payable by the Province in relation to the Services;
 - 6. a description of this Agreement to which the statement relates;
 - 7. a statement number for identification; and
 - 8. any other billing information reasonably requested by the Province.

Statements of Account should be submitted to:

Attention: Contract Administrator
 Ministry of Children and Family Development
 , British Columbia,

Flexible

2.1 We will pay you a maximum amount of as described in the following payment schedule:

Payment Date	Payment Amount

Other Additional Costs and One Time Only Payments

2.2 We will pay you the amount of as specified:

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SCHEDULE C - APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Agreement:

SCHEDULE D - INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - i) include the Province as an additional insured,
 - ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii) include a cross liability clause.
 - b) Where the contractor uses a vehicle to perform the services as described in Schedule A the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
 2. All insurance described in section 1 of this Schedule must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Province.
 3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
 4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.
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- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
 - B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
 - C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
 - D. The Province will take reasonable steps to ensure the coverage specified in section A is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
 - E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
 - F. Where the contractor uses a vehicle to perform the services as described in Schedule A the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
 - G. The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in section A.

SCHEDULE E - AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

- 1.2 The Ministry designates any of the following persons (identify by position) to act for us in relation to this Agreement:

Conflict Resolution Officials

- 2.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One	Community Services Manager or Designate	Executive Director or Designate
Stage Two	Executive Director of Service	Executive Director or Designate
Stage Three	Deputy Minister or Designate	Executive Director or Designate

SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY and SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to FOIPPA.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

1. In this Schedule:
 - a) **"access"** means the ability or opportunity of a person to view, study, or obtain a copy of records;
 - b) **"FOIPPA"** means the Freedom of Information and Protection of Privacy Act (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"control"** (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
 - e) **"custody"** (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic).
 - f) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the FOIPPA;
 - g) **"Services Worker"** means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor.
 - h) **"Privacy Training"** means the Province's online privacy and information sharing training course.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - a) within 30 calendar days of expiry or termination of the Agreement;
 - b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
5. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

- a) the purpose for collecting it,
- b) the legal authority for collecting it, and
- c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

Correction of Personal Information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

12. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Security section of this Schedule.

Storage and access to Personal Information

13. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

14. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

15. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

SECURITY

Services Worker confidentiality agreements

18. The Contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:
 - a) their access to Personal Information; and
 - b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
 - a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,
 - b) limit access to Facilities and Equipment of the Contractor:
 - i. being used by the Contractor to provide the Services; or
 - ii. that may be used by someone to access information,
 to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
 - a) remained as complete as when it was acquired or accessed by the Contractor; and
 - b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Privacy Training

28. The Ministry will pay the direct costs of the Privacy Training, the Contractor, must ensure that:
 - a) all existing employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information, complete Privacy Training within 3 months of this Agreement coming into force if they have not already done so;

- b) all new employees, agents, volunteers and sub-contractors engaged subsequent to the signing of this Agreement who will collect, create or access Personal Information have completed the provincially required Privacy Training prior to accessing Personal Information; and,
- c) a log is maintained with the names of all employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Notice

- 29. The Contractor must immediately provide notice to the Province of
 - d) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - e) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - f) unauthorized access to Facilities or Equipment.

In this provision, “foreign demand for disclosure” and “unauthorized disclosure of personal information” bear the same meanings as in section 30.2 of FOIPPA.
- 30. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

- 31. The Contractor must, in relation to the Province’s Records, comply with:
 - a) the requirements of FOIPPA applicable to the Contractor as a service provider, including any applicable order of the commissioner under FOIPPA, and
 - b) any direction given by the Province under this Schedule.
- 32. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
- 33. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect, and at the Province’s discretion, copy, any of the Province’s Records, or any of the Contractor’s information management policies or practices or Records relevant to the Contractor’s management of the Province’s Records or the Contractor’s compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
- 34. If the Province conducts a review of a matter described in section 29 or 30 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 29 or 30 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

- 35. Any reference to the “Contractor” in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
- 36. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
 - a) if there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
- 37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 38. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 38 of this Schedule, the law of any jurisdiction outside Canada.
- 39. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.

SCHEDULE F - Appendix F1 - SECURITY SCREENING REQUIREMENTS

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

- The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • BC driver’s licence or learner’s licence (must have photo) • BC Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • BC Care Card • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

* It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

- The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

- The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

- The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G - ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:

- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:

SCHEDULE H - ADDITIONAL TERMS

Additional Terms

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 These reports will be submitted within 30 days of the end of the period specified and in a form and content as determined by the Province.

Financial Reports

- 1.2 In addition to the financial statements requirements referred to in the Audit and Service Evaluation section of the Agreement, any financial reports should relate to service outputs at a minimum. The following additional financial reports are required:

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Additional Reporting Requirements

- 1.3 Other information as requested by the Province.

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