

DRAFT

SERVICE AGREEMENT
(Residential)



**MINISTRY OF CHILDREN AND FAMILY
DEVELOPMENT**

DRAFT



Ministry of Children
and Family Development

Ministry Service Agreement No.

The Director designated *under the Child,
Family and Community Service Act*

AND

(the "Director", "we", "us", or "our" as
applicable) at the following address:

(the "Contractor", "you", or "your" as applicable) at the
following address:

Fax Number:

Fax Number:

Email: _____

Email: _____

The term for the Agreement
begins on:

and ends
on
(Day/Month/Year) (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.3 DATED FEBRUARY 10, 2020, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

- 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

(collectively, the "Agreement")

DRAFT

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

Signature:

Signature:

Print Name:

Print Name:

Position:

Position:

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

DRAFT

SCHEDULE A – SERVICES

- 1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.
- 1.2 It is acknowledged for the purpose of this Agreement, the term:
- (a) Guardian means the legal guardian of the child or children.
 - (b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act*.
 - (c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:
 - (i) identifies specific developmental objectives based on continuous assessments of the child or youth’s evolving needs and outcomes of previous decisions and actions;
 - (ii) continues throughout the child or youth’s stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and
 - (iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.
 - (d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.
 - (e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.
 - (f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

- 1.3 Through delivery of the Services, the Director wishes to realize, and the Contractor will use its best efforts to achieve, the following desired outcomes:

{List desired outcomes}

The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

Service Deliverables

- 1.4 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

DRAFT

- (a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children

- (b) The child/children to be cared for in the Care Setting can be described as:

- (c) The Service to be provided to the child/children in the Care Setting is:

- (d) In relation to the Care Plan, the Contractor agrees to:

- (i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;
- (ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and
- (iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

- (e) 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; and
- (ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

- (f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

- (g) Critical incidents must be reported:

- (i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

DRAFT

- (ii) in writing the next business day to the Director and the contract Resource Social Worker.
- (h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.
- (i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.
- (j) The Contractor will provide timely access to the child by:
 - (i) the Director; and
 - (ii) those persons authorized by the Director.
- (k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.
- (l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.
- (m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.
- (n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.
- (o) 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.
- (p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director.

Policies and Standards

- 1.5 The Contractor must comply with all applicable policies and Program Standards including:
 - (a) Assessment and Approval of Caregivers by Contracted Agencies
 - (b) Criminal Record Check Procedures for Contracted Agencies
 - (c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services
 - (d) Investigations of Contracted Agencies
 - (e) Standards for Staffed Children's Residential Services
 - (f) Standards for Foster Home, as required
 - (g) Accreditation Standards, if applicable
- 1.6 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

DRAFT

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.

Rights and obligations of the Director

- 1.7 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 well being of a child and a Caregiver.
- 1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

DRAFT

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of this 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.

Payment

- 2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:
 - (a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
 - (b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement 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 this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.
 - (c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Total:				

DRAFT

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

{List subcontractors, if any, or type “not applicable”}

DRAFT

SCHEDULE D – INSURANCE

1. On behalf of the Contractor, the Province will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Contractor and/or by approved subcontractors who have entered into a written agreement to perform the Services.
2. The Contractor is responsible for and will pay any deductible under the insurance policy.
3. The Province will obligate the managing broker to provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 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.
5. The Province does not represent or warrant that the insurance covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well as the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
6. Where the Contractor uses a vehicle to perform the Services 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.
7. 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 sections 1 and 6.

The below language will be used instead of the above if the Contractor is not eligible for the Social Services Group Liability Program (SSGLP)

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.

DRAFT

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.

DRAFT

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

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

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

 - (ii)

Conflict Resolution Officials

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

	Province	Contractor
Stage One:		
Stage Two:		
Stage Three:		

DRAFT

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* and the *Child, Family and Community Service Act*.
- (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 under *FOIPPA* 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 collected or created under this Agreement.

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**" has the same meaning as in *FOIPPA*;
 - 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) "**Privacy Training**" means the Province's online privacy and information sharing training course;
 - h) "**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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.
3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of *FOIPPA*.

DRAFT

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:
 - (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

5. 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

6. 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

7. 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.
8. When issuing a written direction under section 7 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 9 of this Schedule.
9. Within 5 business days of correcting or annotating any Personal Information under section 7 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.
10. 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

11. 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

12. 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

13. 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.
14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:
 - a. keep the information separate from any other record of the young person to whom the information relates;
 - b. ensure that no other person has access to the information; and
 - c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

DRAFT

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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.
17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:
 - a. to ensure compliance with an order of the youth justice court;
 - b. to ensure the safety of staff, students or other persons; or
 - c. to facilitate the rehabilitation of the young person.
18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.
19. The Contractor may only disclose Personal Information, whether inside or outside of 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.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.
21. 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

22. 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

23. 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

24. The Contractor must create, maintain and follow a documented process to:

DRAFT

- (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.

25. 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

26. 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.
27. For the purposes of section 26 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Province Records until directed by the Province in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. 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

DRAFT

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

33. 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

34. The Contractor must, in relation to the Personal Information, comply with:
- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*;
 - (b) section 75 of the *Child, Family and Community Service Act*; and
 - (c) any direction given by the Province under this Schedule.
35. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
36. 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 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.
37. If the Province conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 32 or 33 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

38. 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.
39. 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.
40. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.
42. 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*.

DRAFT

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

1. 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 record which primary and secondary identification the Contractor examined, but must not copy or record any information from these identifications. 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">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. 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)• B.C. CareCard• 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

2. 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

3. 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

DRAFT

verifications and retain a copy of those Records.

Security interview

4. 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.

DRAFT

SCHEDULE G - ASSETS

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

{Specify property, if any, or type "not applicable"}

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

{Specify property, if any, or type "not applicable"}

DRAFT

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is days.

Criminal Record Check

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:

1. In accordance with the *Criminal Records Review Act*, 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 *Criminal Records Review Act*.
2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, 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.
3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 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.
4. If any of the individuals referred to in sections 2 or 3 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.
5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.
6. Upon written request, the Contractor must provide the Province written confirmation that:
 - (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
 - (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
 - (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
 - (d) all other related procedures have been followed.

Negligence Waiver

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.

DRAFT

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

1.2 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 . For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 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.)

DRAFT

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: _____
 Name of Program(s)/Service(s): _____
 Reporting Period (from/to): _____

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended _____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature	Date
_____	_____
Print Name	Print Title
_____	_____