

## Summary of Changes

Updated language throughout the terms and conditions to reflect the new single contract template the “Service Agreement”. Since the new template is a single template we removed all references to the Subsidiary Component Agreement and Third Party Services Agreement and just referred to the “Agreement” as a whole. Since we updated, added and/or removed clauses in the Terms and Conditions references to clauses were corrected throughout the agreement as needed.

BLUE TEXT = DELETED CLAUSES/TEXT

RED TEXT = NEW/CHANGED CLAUSES/TEXT

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1.	The BC Government Logo was replaced with the current BC Government logo provided  Renamed the Third Party Service Agreement (TPSA) to <b>Terms and Conditions of the Service Agreement</b>
2.	Removed the signatory page from the Terms and Conditions (previously known as the TPSA)
3.	<b>NEW HEADING</b> (moved from clause #73 to beginning of Terms and Conditions): <b>“DEFINITIONS”</b>
4.	<b>Added new definition clause 1(a):</b> <b>“Agreement” as defined on the signatory page of the Service Agreement.</b>
5.	<b>Added new definition clause 1(b):</b> <b>“Contractor’s Records” means</b> i. all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the services as a result of this Agreement;
6.	<b>New definition clause 1(c):</b> <b>“Equipment” means any physical or digital resources, including interconnected systems or subsystems of resources, software and networks, used or to be used by the Contractor to provide the Services.</b>
7.	<b>New definition clause 1(d):</b> <b>“Facilities” means any physical structure or building at which the Contractor provides or is to provide the Services.</b>
8.	<b>New definition clause 1(e):</b> <b>“Insolvency Event” means any of the following events, as applicable:</b> i. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up, ii. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency, iii. a bankruptcy petition is filed or presented against the Contractor or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Contractor, iv. a compromise or arrangement is proposed in respect of the Contractor under the Companies' Creditors Arrangement Act (Canada), v. a receiver or receiver-manager of any of the Contractor's property is appointed, or the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going

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	concern.
9.	<p><b>New definition clause 1(f):</b></p> <p>“Province’s Records” means</p> <ul style="list-style-type: none"> <li>ii. client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in Schedule H; and</li> <li>iii. all records other than Contractor Records, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents.</li> </ul>
10.	<p><b>New definition clause 1(g):</b></p> <p>“Record” as defined in the <i>Interpretation Act</i> “includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise”,</p>
11.	<p><b>New definition clause 1(h):</b></p> <p>The “Services” means the services as described in Schedule A</p>
12.	<p><b>New definition clause 1(i):</b></p> <p>The “Term” of the agreement is identified on the signatory page of the Service Agreement.</p>
13.	<p><b>Updated definition clause 1(j):</b></p> <p>"we", "us", and "our" refer to the Province alone and not to the combination of the Contractor “you”, “your” and the Province which is referred to as "the Parties"</p>
14.	<p><b>Updated definition clause 1(l):</b></p> <p><i>Changed from:</i> unless the context otherwise requires, references to sections by number are to sections of the <a href="#">Agreement</a>.</p> <p><i>Changed to:</i> unless the context otherwise requires, references to sections by number are to sections of the <a href="#">Terms and Conditions of the Services Agreement</a></p>
15.	<p><b>Moved heading down under definitions.</b></p> <p>“CONTRACTOR OBLIGATIONS”</p>
16.	<p><b>Deleted clause:</b></p> <p>You must provide the services described in Schedule A under this Agreement (the “Services”) in accordance with the Agreement. You must provide the Services during the term described in Schedule A (the “Term”), regardless of the date of execution or delivery of this agreement.</p>
17.	<p><b>Updated clause 2:</b></p> <p>Unless the Parties otherwise agree in writing, you must supply and pay for all labour, materials, Facilities, <b>Equipment</b>, storage, approvals, licenses and <b>permits</b> necessary to perform your obligations under the Agreement.</p>
18.	<p><b>Updated clause 3:</b></p> <p><i>Changed from:</i> .....You must comply with any program standards applicable to the Services. We will provide you access to the applicable ministry program standard.</p>

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	<p><i>Changed to:</i>  .....You must comply with any program standards applicable to the Services, <b>as amended from time to time</b>. <b>Upon request of the contractor</b>, we will provide you access to the applicable ministry program standards</p>
19.	<p><b>Updated clause 7:</b></p> <p><i>Changed from:</i>  .....outlined in Schedule <b>E</b> in the Agreement, if any, as modified from time to time in accordance with our directions. <b>Upon our request you must provide copies of any such insurance</b>.</p> <p><i>Changed to:</i>  ..... outlined in Schedule <b>D</b> in the Agreement, if any, as modified from time to time in accordance with our directions. <b>You must provide evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance when requested</b>.</p>
20.	<p><b>Updated clause 10:</b></p> <p><i>Changed from:</i>  You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after the Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.</p> <p><i>Changed to:</i>  You must indemnify and save harmless the Province and the Province’s employees and agents from any loss, claim (<b>including any claim of infringement of third-party intellectual property rights</b>), damage award, action, cause of action, cost or expense that the Province or any of the Province’s employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (<b>each a “Loss”</b>) to the extent the Loss is directly or indirectly caused or contributed to by:</p> <ul style="list-style-type: none"> <li>(a) <b>any act or omission by you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or</b></li> <li>(b) <b>any representation or warranty of the Contractor being or becoming untrue or incorrect.</b></li> </ul>
21.	<p><b>Updated clause 11:</b></p> <p><i>Changed from:</i>  You must not assign any of your rights under the Agreement without our prior written consent.</p> <p><i>Changed to:</i>  You must not assign any of the Contractor’s rights or obligations under this Agreement without the Province’s prior written consent. <b>Upon providing written notice to you, the Province may assign to any person any of the Province’s rights under this Agreement and</b></p>

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	may assign to any “government corporation”, as defined in the Financial Administration Act, any of the Province’s obligations under this Agreement.
22.	<p><b>NEW CLAUSE – clause 16:</b></p> <p>Without limiting the generality of section 8 you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor’s obligations under this Agreement, including the <i>Workers Compensation Act</i> in British Columbia or similar laws in other jurisdictions.</p>
23.	<p><b>NEW CLAUSE – clause 17:</b></p> <p>The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor’s expense if:</p> <ul style="list-style-type: none"> <li>(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the <i>Workers Compensation Act</i> or similar laws in other jurisdictions; and</li> <li>(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.</li> </ul>
24.	<p><b>NEW CLAUSE – clause 18:</b></p> <p>In accordance with the <i>Criminal Records Review Act</i>, you must ensure that you, your employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where that employee or subcontractor works with children as defined in the <i>Criminal Records Review Act</i>.</p>
25.	<p><b>NEW CLAUSE – clause 19:</b></p> <p>In addition to any criminal record checks or criminal records check verifications required under the <i>Criminal Records Review Act</i>, you must ensure that you and all employees or subcontractors who have, or potentially have, unsupervised access to the records of children and are not subject to checks under the <i>Criminal Records Review Act</i> undergo a criminal record check [that is satisfactory to us] and you must ensure that all of your volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check [that is satisfactory to us].</p>
26.	<p><b>NEW CLAUSE - clause 20:</b></p> <p>Upon our written request you must provide us written confirmation that:</p> <ul style="list-style-type: none"> <li>(a) criminal record checks have been initiated;</li> <li>(b) you have acted on instructions from us or under the <i>Criminal Records Review Act</i>; and</li> <li>(c) all other related procedures have been followed.</li> </ul>
27.	<p><b>DELETED and UPDATED clause 21:</b></p> <p><i>Changed from:</i>      &lt;&lt;Deleted all clauses 16-30 from old TPSA&gt;&gt; now covered under Schedule F.</p> <p><i>Added new clause:</i>      You must comply with Schedule F – Information Management (Records, Privacy and Security) of the Agreement.</p>
28.	<p><b>Updated clause 25:.</b></p> <p><i>Changed from:</i></p>

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	<p>You must ensure cultural competency principles and practices are incorporated in the delivery of Services to the client.</p> <p><i>Changed to:</i>            You must ensure cultural competency principles and practices are incorporated in the delivery of Services to the client <b>and Aboriginal cultural competencies are applied when providing services to Aboriginal children and families. You must work within the framework provided by the <i>Human Rights Code and the Multiculturalism Act</i> in the delivery of Services</b></p>
29.	<p><b>Updated clause 27:</b></p> <p><i>Changed from:</i>            You must comply with our client complaints process located on the Ministry of Children and Family Development website and inform us when a client requests a formal review.</p> <p><i>Changed to:</i></p> <p><b>1. You must:</b></p> <ul style="list-style-type: none"> <li><b>(a) at the outset of service delivery, inform clients about the complaints process described on the MCFD website,</b></li> <li><b>(b) work toward local resolution of any dispute or service dissatisfaction when it arises,</b></li> <li><b>(c) if a complaint cannot be resolved locally:</b> <ul style="list-style-type: none"> <li><b>i. advise the client of how to make a complaint under the MCFD complaints process, and;</b></li> <li><b>ii. advise MCFD if aware that a complaint has been made cooperate with MCFD’s complaints process when a client makes a complaint.</b></li> </ul> </li> </ul>
30.	<p><b>Updated clause 29:</b></p> <p>When providing Services to children <b>in care, as defined in the <i>Child, Family and Community Services Act</i></b>, you must provide them in accordance with the rights of children in care found at section 70 in the <i>Child Family and Community Services Act</i>.</p>
31.	<p><b>New Clause – clause 30:</b></p> <p><b>When providing Services to Aboriginal children, youth and their families you will support the preservation of Aboriginal cultural identity and heritage and all reasonable efforts must be made to involve Aboriginal people and Aboriginal communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.</b></p>
32.	<p><b>New Clause – clause 31:</b></p> <p><b>The Parties support the spirit and intent of the Aboriginal Procurement Guidelines.</b></p>
33.	<p><b>Updated clause 32 :</b></p> <p><i>Changed from:</i>            You must maintain records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to the Agreement, in a form and content that enables us to verify expenditures,</p> <p><i>Changed to:</i></p>

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	<p>You must maintain records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to the Agreement, in a form and with content that enables us to verify expenditures, <b>and must provide these records upon request by the Province or as outlined in Schedule I. Refer to the <a href="#">MCFD Contracting Financial Reporting and Management Requirements</a> for details on Audit and Evaluation policy.</b></p>
34.	<p><b>Updated clause 33:</b></p> <p><b>Subject to section 34, you must deliver to us, as ..... as follows:</b></p> <p>(a) under \$50,000, financial statements signed by <b>your</b> authorized representative may be required, at our discretion;</p> <p>(b) \$50,000 through \$99,999, you are required to submit financial statements signed by <b>your</b> authorized representative (no requirement for audit or review of the statements as defined in the Standards for Review found in the Chartered Professional Accountants Canada Handbook) for that fiscal year;</p> <p>(d) \$100,000 through <b>\$999,999, you are required to submit financial statements reviewed in accordance with Standards for Review Engagements found in the Chartered Professional Accountants Canada Handbook for that fiscal year; and</b></p> <p>(e) \$1,000,000 and above, you are required to submit audited annual financial statements for that fiscal year.</p> <p><b>Despite the financial statement reporting requirements listed immediately above, for total revenue \$500,000 to \$999,999, we may require you to submit audited financial statements for that fiscal year if you have provided Services for fewer than two fiscal years, or you have failed to provide financial statements or performance measure reports as required under the Agreement.</b></p> <p>If undischarged during the Term, your obligations under this section will continue in force after the Agreement ends.</p>
35.	<p><b>New Clause – clause 34:</b></p> <p><b>If agreed that you are providing the Services on a variable payment basis (invoice driven basis), you are not required to comply with section 33 and are instead required to provide the statements of account and non-financial reporting identified in the Schedules.</b></p>
36.	<p><b>Updated clause 37:</b></p> <p><i>Updated from:</i></p> <p>In addition to any other rights we have to obtain information under the Agreement, we may at our own expense, conduct audits of you, <b>in accordance with the <a href="#">Audit and Evaluation Protocol located on the Ministry for Children and Family Development’s website, as amended and replaced from time to time</a></b>, upon reasonable notice to you and at reasonable times. You must fully cooperate with us in the conduct of audits under this section</p> <p><i>Updated to:</i></p> <p>In addition to any other rights we have to obtain information under the Agreement, we may at our own expense, conduct audits of you upon reasonable notice to you and at reasonable times. You must fully cooperate with us in the conduct of audits under this section</p>

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37.	<p><b>Deleted clause:</b></p> <p>We must give you written notice of any proposed change to the Audit and Evaluation Protocol and prior to making any change to it, subject the proposed change to the consultation process outlined in the Implementation Protocol located on the Ministry of Children and Family Development’s website as amended and replaced from time to time.</p>
38.	<p><b>Deleted clause:</b></p> <p>The Parties agree that the Audit and Evaluation Protocol, as amended and replaced from time to time, forms part of the Agreement.</p>
39.	<p><b>Updated clause 38:</b></p> <p><i>Changed from:</i>  You must permit an official we designate, at all reasonable times and upon reasonable notice, to enter any premises you use to provide Services or to keep any documents, other than client documents specified as belonging to you in the Agreement, in order for us to inspect the premises and any equipment located there and in order to inspect and copy documents. Unless documents are delivered to us in accordance with the provisions of the Agreement, or by separate Agreement of the Parties, <b>your obligation under this section will continue in force after the Agreement ends.</b></p> <p><i>Changed to:</i>  You must permit an official we designate, at all reasonable times and upon reasonable notice, to enter any <b>Facilities</b> you use to provide Services or to keep any <b>Records</b>, other than <b>Contractor Records</b>, in order for us to inspect the <b>Facilities</b> and any <b>Equipment</b> located there and in order to inspect and copy <b>Province’s Records</b>. <b>Records</b> are delivered to us in accordance with the provisions of the Agreement, or by separate Agreement of the Parties.</p>
40.	<p>Updated clause 39:  <b>If required to be accredited</b> you must comply with the Ministry of Children and Family Development’s accreditation policies, <b>located on the Ministry of Children and Family Development’s website</b>, as amended and replaced from time to time.</p>
41.	<p><b>Deleted clause:</b></p> <p>We certify to you that Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.</p>
42.	<p><b>HEADING RENAMED:</b></p> <p><i>Changed from:</i>  DEFAULT IN DELIVERY OF SERVICES</p> <p><i>Changed to:</i>  UNEARNED AND SURPLUS REVENUE</p>
43.	<p><b>Updated clause 45:</b></p> <p><i>Changed from:</i>  If you do not deliver the Services set out in Schedule A of the Agreement within the time or in the manner required, the pro rated cost of the undelivered Services is replayable to us and we may, after consultation with you and, at our option, do any or all of the following:</p> <ul style="list-style-type: none"> <li>(a) Recover....</li> <li>(b) Reduce....</li> <li>(c) Modify.....</li> </ul>

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	<p><i>Changed to:</i>            If you do not deliver the Services <b>as required under</b> the Agreement, the cost of the undelivered Services is <b>unearned revenue</b> and is <b>a debt owing to</b> us and we may, after consultation with you and, at our option, do any of the following:</p> <ul style="list-style-type: none"> <li>(a) recover the amount owed as a debt due to us in accordance with the <i>Financial Administration Act</i>, or</li> <li>(b) reduce future payments to you under the Agreement until the amount owed is recovered, or</li> <li>(c) propose a modification to the applicable Services or payments, provided the effect of any such modifications occur within the current fiscal year.</li> </ul>
44.	<p><b>New Clause – clause 46:</b></p> <p><b>If, after delivering all Services as required under this Agreement, you have surplus revenue in excess of 5% of the total revenue provided to you under this Agreement, this surplus revenue is a debt owing to us and we may, after consultation with you and, at our option, take any of the steps provided for in section 45 (a), (b) or (c).</b></p>
45.	<p><b>Updated clause 47:</b></p> <p><i>Changed from:</i>            The Agreement will end upon any one of the following events:</p> <ul style="list-style-type: none"> <li>(a) subject to section 48 a Party has failed to comply with the Agreement in any material respect and has not, to the satisfaction of the other Party, remedied the failure within 30 days, or such other time period the Parties have agreed to, after the delivery of a written notice which specifies the nature of the failure to comply, and the period of notice has elapsed;</li> <li>(b) a Party has given the other Party at least 60 days written notice that the Agreement is to end and the period of notice has elapsed.</li> </ul> <p><i>Changed to:</i>            The Agreement, will end upon any one of the following events:</p> <ul style="list-style-type: none"> <li>(a) <b>the contractor</b> has failed to comply with the Agreement in any material respect and has not, to the satisfaction of the <b>Province</b>, remedied the failure within 30 days, or such other time period the Parties have agreed to, after the delivery of a written notice which specifies the nature of the failure to comply, and the period of notice has elapsed;</li> <li>(b) a Party has given the other Party at least 60 days written notice, <b>or other notice period as identified in Schedule H</b>, that the Agreement is to end and the period of notice has elapsed;</li> <li>(c) <b>an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this agreement has ended or will end on a specified date and that date has arrived</b></li> <li>(d) <b>the agreement has been terminated under section 50; or</b></li> <li>(e) <b>The term has expired.</b></li> </ul>
46.	<p><b>Updated clause 48:</b></p> <p><i>Changed from:</i>            If the Agreement ends under section 46 <b>or if the Parties have not contacted each other pursuant to section 49, or an ending of the Agreement under section 46 is foreseeable by the Parties</b>, the Parties <b>will</b> develop a negotiated withdrawal of Services plan which may</p>



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	<p>include adjustments.....</p> <p><i>Changed to:</i> If the Agreement ends under section 47 the Parties <b>may</b> develop a negotiated withdrawal of Services plan which may include adjustments.....</p>
47.	<p><b>Deleted clause:</b></p> <p>In order for each Party to determine the other Party’s intention regarding extending the term of the Agreement, a Party may contact the other approximately 3 months prior to the end of the term to discuss an extension. If the Parties have not contacted each other before the 60th day prior to the term expiring, then both Parties will assume that the term will not be extended.</p>
48.	<p><b>Updated clause 50:</b></p> <p>Despite any other provision, we may terminate the Agreement immediately if we determine that your failure to comply <b>with the agreement</b> places the health or safety of any person receiving Services at <b>immediate</b> risk, as determined by us.</p>
49.	<p><b>NEW HEADING:</b></p> <p><b>“OWNERSHIP”</b></p>
50.	<p><b>NEW CLAUSE - clause 51:</b></p> <p>The Contractor acknowledges and agrees that the Province exclusively owns:</p> <ul style="list-style-type: none"> <li>(a) the Province’s Records, including copyright therein;</li> <li>(b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and</li> <li>(c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in Schedule G that the property is to be owned by the Province.</li> </ul>
51.	<p><b>NEW CLAUSE - clause 52:</b></p> <p>The Province acknowledges and agrees that the Contractor exclusively owns the Contractor’s Records including copyright therein.</p>
52.	<p><b>Updated clause 58:</b></p> <p>Any notice contemplated by the Agreement, to be effective, must be in writing and either</p> <ul style="list-style-type: none"> <li>(a) sent by fax to the addressee's fax number specified in the Agreement,</li> <li>(b) delivered by hand to the addressee's address specified in the Agreement,</li> <li>(c) <b>delivered by email to the addressee’s email address as specified in the Agreement,</b></li> <li>(d) mailed by prepaid registered mail to the addressee's address specified in the Agreement,</li> <li>(e) <b>delivered by courier to the addressee’s address as specified in the Agreement,</b></li> <li>or</li> <li>(f) sent by any other method as agreed upon in advance.</li> </ul> <p>Any notice mailed in accordance with paragraph (d) is deemed to be received 96 hours after mailing. Either of the Parties may give notice to the other of a substitute address, <b>email</b> or fax number from time to time.</p>
53.	<p><b>Updated clause 61:</b></p>

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	<p>Except where the contract has ended under section 47 or notice has been given to terminate under sections 47 or 50, all disputes arising out of or in connection with the Agreement, or in respect of any defined legal relationship associated with it or derived from it must, unless the Parties otherwise agree, be dealt with in accordance to the Conflict Resolution Protocol, located on the Ministry for Children and Family Development’s website. If the Parties are unable to resolve the dispute by using the Conflict Resolution Protocol, all disputes arising out of or in connection with the Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the Parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Center, under its rules.</p>
54.	<p><b>Deleted clause:</b></p> <p>The Agreement and any modification to it constitute the entire Agreement between the Parties as to the performance of the Services. The schedules to this Agreement found in any Third Party Services Agreement are part of this Agreement.</p>
55.	<p><b>Updated clause 62:</b></p> <p><i>Changed from:</i> If there is a conflict between a provision in a schedule and any other provision of the Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.</p> <p><i>Changed to:</i> If there is a conflict between a provision in a schedule of the Services Agreement and any other provision of the Terms and Conditions, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of the Terms and Conditions.</p>
56.	<p><b>Deleted clause:</b></p> <p>This Agreement may be entered into by each Party signing this Agreement (including a photocopy or faxed copy) and delivering it to the other Party by fax. The Agreement must contain the signatures of both Parties, but one can be a faxed signature.</p>
57.	<p><b>NEW CLAUSE – clause 64:</b></p> <p>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 them by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.</p>
58.	<p><b>Updated clause 65:</b></p> <p><i>Changed from:</i> Sections 16, 17, 18, 25, 28 and 43 continue in force indefinitely even after this Agreement ends.</p> <p><i>Changed to:</i> Sections 37, 38, 51 and 52, any accrued by unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.</p>
59.	<p><b>Deleted clause:</b></p> <p>References to statutes in the Agreement means the Revised Statutes of British Columbia and</p>

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	any regulations.
60.	<b>Deleted clause:</b> This Agreement is a master Agreement and is to be read in conjunction with any Subsidiary Component Agreement and Schedules thereto, which form part of this Agreement.
61.	<b>Deleted clause:</b> Entering into this Agreement does not obligate us to enter into a Subsidiary Component Agreement
62.	<b>NEW CLAUSE – clause 66:</b> The headings in this Agreement are included for convenience only and do not form part of the Agreement.

*In addition to updating language throughout the document referring to Third Party Services Agreements (removing references to Subsidiary Component Agreements) and correcting references to the Terms and Condition clause numbering as needed - the changes to the Schedules are as follows:*

1	<b>Updated Signatory Page of Service Agreement:</b> Add email address section to address block
2.	<b>NEW CLAUSES – signatory page:</b> 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:  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
3.	<b>Schedule A – Services:</b> <ul style="list-style-type: none"> <li>Updated language to remove references to Regions.</li> <li>Removed “financial info/summary” to be located outside of Schedule A.</li> </ul>
4.	<b>Scheduled B – Payment:</b> <ul style="list-style-type: none"> <li>Renamed Schedule</li> <li>Added new “flexible payment” clause/payment option.</li> <li>Moved all reporting to Schedule I.</li> </ul>
5.	<b>Schedule C – Subcontractors:</b> <ul style="list-style-type: none"> <li>Updated language to add <b>groups of persons:</b></li> </ul>
6.	<b>Schedule D – Insurance:</b> <ul style="list-style-type: none"> <li>Renamed Schedule</li> <li>Updated MIP language</li> <li>Added requirement for either MIP or CGL (not both)</li> <li>Moved Criminal Record Check requirements to terms and conditions</li> <li>Moved permits and licences to terms and conditions</li> <li>Moved conflict resolution officials to Schedule E</li> </ul>
7.	<b>Schedule E – Authorized Persons:</b> <ul style="list-style-type: none"> <li>Now includes conflict resolution officials</li> </ul>
8.	<b>Schedule F – Information Management (Records, Privacy and Security):</b> <ul style="list-style-type: none"> <li>Renamed Schedule</li> <li>Added Appendix F1 – Security screening requirements</li> <li>Updated language in schedule to align with MCFD and Government requirements</li> </ul>

9.	<b>Schedule G – Assets:</b> <ul style="list-style-type: none"> <li>• No change</li> </ul>
10.	<b>Schedule H – Additional Terms:</b> <ul style="list-style-type: none"> <li>• No change</li> </ul>
11.	<b>Schedule I – Reporting and Monitoring</b> <ul style="list-style-type: none"> <li>• New Schedule</li> <li>• Moved Financial Reporting from Schedule B</li> <li>• Added clauses for Service Delivery Reporting, Annual Program Reporting, Annual Reports on Outcomes</li> <li>• Added filed for “additional reporting requirements”</li> </ul>

*In addition to updates to the Terms and Conditions and Schedules the following documents were reviewed and/or updated:*

1.	<b>Protocols:</b> <ul style="list-style-type: none"> <li>• Updated Appendix A: <a href="#">MCFD Conflict Resolution Protocol</a></li> <li>• Appendix B: <a href="#">MCFD Negotiation Protocol</a></li> </ul>
2.	<b>Letters:</b> <ul style="list-style-type: none"> <li>• Updated various MCFD cover letters</li> </ul>
3.	<b>Modification Agreement:</b> <ul style="list-style-type: none"> <li>• No changes were made to the standard MCFD Modification Agreement.</li> </ul>