

Specialized Homes and Support Services



His Majesty the King in right of the Province of British Columbia represented by the Director
designated under the *Child, Family and Community Service Act*

and

[insert name of Service Provider]

[insert effective date]

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SERVICES AGREEMENT

THIS AGREEMENT is made the **DD** day of **MM, YEAR** (the “**Effective Date**”).

BETWEEN:

His Majesty the King in right of the Province of British Columbia, represented by the Director designated by the Minister of Children and Family Development pursuant to the *Child, Family and Community Services Act*

(the “**Director**”)

OF THE FIRST PART

AND:

[insert name of Service Provider], a **[entity type]** constituted under the laws of **[jurisdiction]** and having a registered office at **[physical address]**

(the “**Service Provider**”)

OF THE SECOND PART

WHEREAS:

- A. The Province has legislative authority with respect to the welfare and protection of children, pursuant to subsections 92(13) and 92(16) of the Constitution Act.
- B. The Director is responsible for the administration of the CFCSA and makes this Agreement pursuant to subsection 93(1)(g)(i) of the CFCSA.
- C. The Service Provider was previously providing services to the Director under an agreement between the Service Provider and the Director.
- D. The Director wishes to retain the Service Provider to provide, and the Service Provider agrees to provide, the Services on the terms and conditions contained in this Agreement, including, without limitation, the terms of **Schedule K** (*Transition-In Services*).
- E. The parties wish to enter in to this Agreement as a shared cost arrangement in accordance with the Province’s Core Policy and Procedures Manual with respect to Government Transfers.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

Article 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in the attached Schedule A (Definitions). Terms defined elsewhere in this Agreement will have the meanings ascribed to them.
- (b) All terms defined in the CFCSA and used in this Agreement, whether capitalized or not, shall have the meaning given to them in the CFCSA, unless the context otherwise requires, or the term is otherwise defined in this Agreement.

1.2 Agreement Term and Extension

- (a) The “**Term**” of this Agreement shall commence on the Effective Date and continue for a period of **XX** years, unless extended by the Director pursuant to subsection 1.2(b) below.
- (b) The Director, at their option, may extend this Agreement for additional periods of one (1) to three (3) years, as determined by the Director in their sole discretion, provided that the total duration of the Term, including all extensions, does not exceed ten (10) years. If the Director wishes to exercise their option to extend this Agreement, the Director may do so by providing the Service Provider with written notice of the Director’s intention to extend, including the duration of such extension, no later than sixty (60) days prior to the expiry of the then-current Term.

1.3 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

- (a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia or of Canada (as the case may be) and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;
- (b) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
- (c) any approval, consent, authorization, option, right or other discretion exercisable by the Director will be in the Director’s sole, absolute and unfettered discretion, and may be conditional;
- (d) references to “**person**” include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;
- (e) the words “**includes**” and “**including**” are not intended to be limiting; and
- (f) any reference to “**knowledge**” of either party or of any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due inquiry, then the knowledge that such party would have had if such party had conducted reasonable inquiry into the subject matter.

1.4 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.5 Headings

The headings and captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only, and will not affect the construction or interpretation of this Agreement.

1.6 Currency

Unless otherwise specified, all references to money in this Agreement are references to the lawful money of Canada.

1.7 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension. The Service Provider will complete the performance of the Services in accordance with the timelines and deadlines specified in this Agreement.

1.8 No Permit or Fetter

This Agreement does not operate as a permit, license, approval or other statutory authority which the Service Provider may be required to obtain from the Province, any of its agencies or the Director in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province, its agencies or the Director of any statutory power or duty.

1.9 Schedules

All Schedules and any corresponding appendices attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

1.10 Entire Agreement

This Agreement (including any amendment to it) constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments, understandings, proposals, requests for proposals and representations, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

1.11 Construction / Joint Drafting

The parties agree that they have had and will continue to have the benefit of independent legal advice, that they have jointly contributed to the drafting of this Agreement, and that they will contribute jointly to the drafting of any all documents that are incorporated into or form part of this Agreement, whether by attachment or reference to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* will not apply with respect to the interpretation of this Agreement or any other such Contract Document.

1.12 Acting Reasonably

Any requirement in this Agreement for the Director to act reasonably, use reasonable efforts, or any variations thereof (including any requirement for approvals or consent by the Director not to be unreasonably withheld) will not require the Director to act in a manner that is contrary to or inconsistent with Applicable Law nor any policies, directives, executive directions, guidelines, rules, regulations, legislation or other determinations of the Director.

1.13 Conflict of Provisions

If there is a conflict or inconsistency between a provision of:

- (a) **Schedule J** (*Privacy Protection*);
- (b) the main body of this Agreement;
- (c) any Schedule other than **Schedule J** (*Privacy Protection*);
- (d) any Contract Document other than those specifically listed in this section 1.13;

then if the conflict or inconsistency in any way affects the safety and wellbeing of the child/youth, it will be resolved by the Director acting in good faith in compliance with the CFCSA, and in all other instances, the order of precedence will be the order in which the documents are listed above, subject to any express provision to the contrary in a Contract Document.

Article 2 RELATIONSHIP BETWEEN THE DIRECTOR AND SERVICE PROVIDER

2.1 Operational Requirements

Notwithstanding the Service Provider's obligations as set out elsewhere in this Agreement, the Service Provider must:

- (a) cooperate with any valid custody or access orders or agreements relating to the child/youth as instructed by the Director;
- (b) provide timely access to the child/youth by:
 - (i) the Director and
 - (ii) those persons authorized in writing by the Director;
- (c) provide the Director full information and particulars concerning a child/youth upon request of the Director;
- (d) not permit the child/youth to leave the Province of British Columbia without the written permission of the Director;
- (e) comply with reasonable instructions from the Director, given in writing or verbally, as to the Service Provider's performance;
- (f) immediately notify the Director if the unable to meet their obligations for the care of one or more children/youth placed in the Care Setting in accordance with this Agreement; and

- (g) report incidents immediately when they occur, including the use of emergency after hours means, in accordance with the Policies and Standards.

2.2 Rights and Obligations of the Director

- (a) The Director will make available to the Service Provider all information in the Director's custody which the Director reasonably considers to be required by the Service Provider to perform the Services. In particular, the Director will make available to the Service Provider all information which may be relevant to the safety and well-being of a child/youth.
- (b) The Director may, at any time, in their sole discretion, retake care of a child/youth who is receiving Services.

Article 3 SERVICES

3.1 Services

During the Term, the Service Provider will provide the following services (individually and collectively, the "**Services**") in accordance with this Agreement:

- (a) Transition-In Services set forth in **Schedule K** (*Transition-In Services*);
- (b) the services set forth in **Schedule B** (*Services*);
- (c) Exit Management Services set forth in **Schedule L** (*Exit Management*); and
- (d) all such other or additional services set forth or otherwise described in this Agreement.

3.2 General Performance Requirements

In performing the Service Provider's obligations under this Agreement, the Service Provider will:

- (a) comply with all Applicable Laws and the Policies and Standards;
- (b) perform the Services to the highest standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services, unless otherwise specified in this Agreement;
- (c) perform the Services in accordance with the Service Delivery Principles set forth in **Schedule B** (*Services*), as appropriate;
- (d) perform the Services to meet the applicable timelines, including any milestone dates and due dates, and where no such dates or timelines are specified, in a diligent and timely manner; and
- (e) comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Director from time to time.

Without limiting to the foregoing, unless otherwise expressly specified in this Agreement, the Service Provider will be responsible for providing all facilities, licenses, permits, materials, personnel, hardware (if applicable), software, technologies, and other materials required for the Service Provider to perform the Services.

3.3 Included or Incidental Services

The parties acknowledge that there are functions, tasks and materials that are not or will not be specifically listed or described in the description of the Services in this Agreement, but that are customarily required for the proper performance, provision, delivery and use of the Services to be provided pursuant to this Agreement. The parties agree that the delivery or performance of such functions, tasks and materials are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions, tasks or materials had been specifically described in this Agreement, and will be delivered by the Service Provider as part of the Services. Notwithstanding the foregoing, this section 3.3 is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement, and any such expanded scope or requirement for a higher standard will be subject to a Request (as defined in **Schedule H (Agreement and Services Amendment Processes)**).

3.4 Temporary Suspension of Services

Without limiting the Director's discretion under the CFCSA or the procedures and measures that may be taken under the Policies and Standards or any Schedule to this Agreement, the Director may temporarily suspend the Services as follows:

- (a) The Director may at any time, by written notice to the Service Provider, order the Service Provider to suspend any Services to be provided under this Agreement, and the Service Provider must comply with any such order. No fees will be owing in respect of the suspended Services during the suspension period. Unless this Agreement is earlier terminated or expires, no later than ninety (90) days after a suspension goes into effect, the Director must give the Service Provider written notice in the same manner that the Director is:
 - (i) rescinding the suspension order or cancelling the suspension of any of the suspended Services;
 - (ii) terminating all or any of the suspended Services; or
 - (iii) terminating this Agreement.
- (b) If the Director cancels the suspension of any suspended Services, the Service Provider will resume providing the suspended Services on the timeline stipulated by the Director or such other timeline as agreed by the Director through the Negotiated Services Amendment process.
- (c) All times, dates or periods for any suspended Services will be deemed adjusted by the same length of time as the suspension period, provided that the Term of this Agreement will not be extended without the written agreement of both parties.
- (d) Any unforeseen costs associated with restarting any suspended Services can be raised by the Service Provider through Negotiated Services Amendment process.

3.5 Non-Exclusive / Other Service Providers

The Service Provider acknowledges and agrees that this Agreement does not grant to the Service Provider the exclusive right to perform the Services or that the Director will procure any minimum level of Services under this Agreement.

The Service Provider further acknowledges that the Director will engage Other Service Providers to provide similar services to the Services, throughout the Province of British Columbia, including in the vicinity of the Service Provider's Facilities.

Article 4

AGREEMENT AND SERVICES AMENDMENT PROCESSES

4.1 Agreement and Services Amendments

Amendments to the Services and to this Agreement (including to any Schedule thereof) may be proposed, required, made and implemented (as the case may be) in accordance with **Schedule H** (*Agreement and Services Amendment Processes*).

Article 5

RELATIONSHIP MANAGEMENT

5.1 Governance, Stewardship and Relationship

Without in any way limiting the Director's rights, duties and responsibilities under the CFCSA or this Agreement, including in particular, this Article 5, the parties will endeavour to: achieve the Governance and Stewardship Objectives, be guided by the Relationship Principles, and conduct themselves in accordance with the Relationship Management Process, as set out in **Schedule G** (*Governance, Stewardship and Relationship*).

5.2 Assessments and Reviews

The Service Provider agrees that it will participate in, update, and generally provide all such reasonable assistance as the Director may require in connection with any assessment, inspection or review related to the Services as may be required, permitted, or otherwise be instigated, pursuant to the terms of this Agreement, the Policies and Standards and/or Applicable Laws (including the RCYA and Ombudsperson Act), and agrees to implement any recommendations resulting from the inspection or review within the time specified by the Director or, if no time is specified, within a reasonable time.

5.3 Administrative Review

- (a) Without limiting the generality of section 5.2, the Administrative Review procedures of the CFCSA apply to the Services provided by Service Provider, and the Service Provider acknowledges that at any time during the Term, and from time to time, the Director may conduct an Administrative Review.
- (b) Separate and apart from the Administrative Review process, the Service Provider confirms that they have established and maintain an internal complaints process.

5.4 Case Reviews

- (a) Without limiting the generality of section 5.2, the Service Provider acknowledges that the Director may conduct a Case Review on any matter relating to the provision of the Services. The Director will endeavor to notify Service Provider as soon as a decision has been made to conduct a Case Review.
- (b) The Director must consider whether to conduct a Case Review in respect of a critical injury or death of a child in accordance with section 19.1 of the Child, Family and Community Service Regulation.

- (c) Prior to finalizing any Case Review, the Director may provide a draft to the Service Provider for review and comment, subject to the CFCSA.
- (d) The Director may share the report or part of the report of the Case Review with the Service Provider, subject to the CFCSA.
- (e) The Director will bear the costs of Case Reviews required by the Director.

Article 6

SERVICE PROVIDER PERSONNEL

6.1 Contract Manager

Upon the execution of this Agreement, the Service Provider will appoint a contract manager (the “**Contract Manager**”) who will be the Director’s primary point of contact with the Service Provider with respect to all matters arising under this Agreement. The Contract Manager must be approved by the Director, acting reasonably. The Contract Manager will be accountable to the Director for the overall performance of the Services, including for the conduct of the Service Provider, Service Provider Personnel and Subcontractors under this Agreement.

6.2 General Principles Regarding Service Provider Personnel and Subcontractors

At all times during the Term, the Service Provider will employ sufficient Service Provider Personnel and Subcontractors to perform the Services in accordance with the terms and conditions of this Agreement. Without limitation:

- (a) the Service Provider is solely responsible to the Director for the management and supervision of, and for the acts, omissions, performance of, and damage caused by Service Provider Personnel and Subcontractors in the performance of the Services;
- (b) the Service Provider will ensure that all Service Provider Personnel and Subcontractors performing the Services:
 - (i) possess the necessary skills, expertise, and experience to deliver, carry out and complete the tasks which they are assigned, including any skills and qualifications specified in **Schedule B (Services)** and **Schedule D (Personnel Requirements)**, in a good and proficient manner, consistent with the highest industry standards of skills and professionalism;
 - (ii) comply with all Applicable Laws, and the Policies and Standards, including, without limitation, complying with all privacy, security and confidentiality obligations under this Agreement (including all restrictions regarding the use, transmission and storage of Personal Information, and all obligations regarding privacy training); and
 - (iii) comply with all applicable terms and conditions governing the use of any Third Party Materials, as advised by the Director.
- (c) the Service Provider will ensure that Service Provider Personnel and Subcontractors are accountable to: (i) the Service Provider with regard to their employment or volunteer work; and (ii) the Director with regard to the exercise of their responsibilities pursuant to this Agreement and any other agreement or authorization among the Service Provider Personnel, Subcontractors and the Director;

- (d) in accordance with the Policies and Standards, given the nature of the Services to be performed, or the nature of the Director Confidential Information being accessed, used or disclosed, the Service Provider will, at its expense, conduct or ensure that Subcontractors conduct, appropriate background checks with respect to the applicable Service Provider Personnel and Subcontractors prior to such persons commencing to provide the Services;
- (e) the Service Provider is solely liable and responsible (to the exclusion of the Director) for all costs, expenses, liabilities or Claims, whenever incurred, relating to:
 - (i) salaries and other compensation payable to Service Provider Personnel and Subcontractors;
 - (ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to Service Provider Personnel and Subcontractors;
 - (iii) strikes or other actions due to labour disputes involving its Service Provider Personnel and Subcontractors; and
 - (iv) complaints, Claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to Service Provider Personnel and Subcontractors, regardless of the time that the matter or event giving rise to any such costs, expenses, liabilities or Claims arises or occurs, and for greater certainty, unless provided otherwise under the terms of this Agreement, none of the costs, expenses, liabilities or Claims referred to in this subsection 6.2(e) will be subject to reimbursement by the Director to the Service Provider;
- (f) the Service Provider will deal with its Subcontractors in such a manner that the Director will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as are described in subsection 6.2(e) with respect to Subcontractors' personnel and subcontractors;
- (g) the Service Provider will, and will cause all Service Provider Personnel and Subcontractors to comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human rights legislation, and other Applicable Laws relating to Service Provider Personnel and Subcontractors;
- (h) the Service Provider will maintain human resource policies, including conflict of interest policies that address the dual accountability of Service Provider Personnel and Subcontractors to both the Service Provider and the Director, including provisions that, should a conflict arise between the Director and Service Provider over the dual accountability of the Service Provider Personnel and Subcontractors, authorize the Director to make the final decision in regards to the exercise of rights and responsibilities pursuant to this Agreement. Whenever possible, the Director will inform the Service Provider before providing specific direction to Service Provider Personnel and Subcontractors;
- (i) the Director may require the removal and/or replacement of any Service Provider Personnel and Subcontractors, even if each of the Service Provider Personnel and Subcontractors had been previously approved by the Director. All requests for removal and/or replacement will be made in writing to the Service Provider. The removal and/or replacement of the Service Provider Personnel and Subcontractors must be effected by the Service Provider on the

timeline required by the Director, which, for greater certainty, may require their immediate removal. If no timeline is required, then the removal must be effected within thirty (30) days of receipt of the Director's notice. The removal and/or replacement will be at the Service Provider's sole expense. Unless otherwise agreed by the Director, replacement Service Provider Personnel and Subcontractors must possess equivalent or better skills, knowledge, training, qualifications and experience than the person(s) they are replacing; and

- (j) the Service Provider is solely liable and responsible for, to the exclusion of the Director, any additional payments, losses, costs or damages arising from or otherwise relating to the termination by the Service Provider or by any Subcontractor of any Service Provider Personnel, and the Service Provider and the Subcontractors will not be reimbursed by the Director for any such additional payments, losses, costs, damages, Claims, or liabilities.

Article 7 SUBCONTRACTORS

7.1 Director Approval Required

The Service Provider may not engage a Subcontractor in the provision of any part of the Services, unless:

- (a) the Service Provider provides prior notice to the Director, together with such particulars as the Director, acting reasonably, may require (which may include but not be limited to the matters described in sections 7.2 and 7.3 below); and
- (b) the Director provides written approval, acting reasonably.

7.2 Responsibility for Subcontractors; Exercise of Service Provider Rights by Subcontractors

The Service Provider is solely responsible for supervising and ensuring that Subcontractors fully comply with this Agreement in performing the Service Provider's subcontracted obligations, as if the obligations had been wholly performed by the Service Provider. The Service Provider is liable to the Director for the acts and omissions of all Subcontractors, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Director and any Subcontractor, and no Subcontract (whether approved by the Director or not) or other contract will relieve the Service Provider of any of its obligations under this Agreement or impose any obligation or liability upon the Director in relation to any Subcontractor. Without limiting the general nature of the foregoing, the Service Provider is solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors.

For the purposes of this section 7.2, the term "Subcontractors" includes the Subcontractor's personnel, and any and all subcontractor(s) retained by any Subcontractor,

7.3 Subcontract Terms

The Service Provider will ensure that enforceable written contracts are in place with all Subcontractors (each, a "**Subcontract**") prior to the commencement of any subcontracted obligations. The Service Provider will ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policies and Standards or Applicable Laws. Furthermore, each Subcontract must contain provisions:

- (a) enabling the Service Provider to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Director terminates this Agreement or suspends or cancels all or a portion of the Services;

- (b) preserving the Director's rights and benefits under this Agreement without the need for further action by the Director;
- (c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure its personnel are similarly bound, including complying with Policies and Standards, and Applicable Laws; and
- (d) releasing the Director from any liability with respect to the Subcontractor and its personnel.

Article 8 REPORTING AND KNOWLEDGE TRANSFER

8.1 Generally

- (a) During the Term, the Service Provider will prepare or cause to be prepared, and will provide to the Director, all reports and information relating to the performance of the Services and the Service Provider's other obligations under this Agreement, as and when, and in the format described in this Agreement and the Policies and Standards, and, without limiting the foregoing, upon request by the Director.
- (b) Without limiting anything else in this Agreement, the Service Provider will support and comply with the Director's quality assurance, contract management, privacy management, and records management practices as set out in this Agreement and as may be detailed in the Policies and Standards.
- (c) At the Director's request, the Service Provider will provide to the Director and Other Service Providers all such reasonable information, assistance and access to Service Provider Personnel and Subcontractors.

8.2 Knowledge Transfer

Without limiting any other obligations set out elsewhere in this Agreement, including under section 8.1, **Schedule B (Services)**, and **Schedule C (Outcomes Architecture and Performance Management)**, throughout the Term, the Service Provider will provide the Director and their personnel with relevant Work Product and ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Director from time to time. The purpose and extent of the Work Product and knowledge transfer is so that the Director is informed regarding the manner in which the Services are performed and has sufficient knowledge to understand and obtain the benefit of and, if necessary, to transition and continue the Services previously performed or then being performed by the Service Provider.

8.3 Review and Changes to Reporting Requirements

The parties will conduct an annual review of then-current reporting and knowledge transfer requirements under this Agreement, and will implement any changes that the Director determines to be appropriate or desirable.

Article 9 FEES AND PAYMENT

9.1 Fees

The fees payable by the Director in respect of the Services will be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 9 and **Schedule F (Fees and Payment Model)** (collectively, the "**Fees**").

The Director has the right to set-off any Fees, expenses and other amounts owed by the Director to the Service Provider against any amounts that would otherwise be owed by the Service Provider to the Director.

9.2 Human Resource Facility Act

In connection with the Fees payable by the Director, the Director may require the Service Provider to enter into a human resource facility agreement pursuant to the Human Resource Facility Act.

9.3 Withholding of Payment

The Director may:

- (a) withhold payment on any portion of a Service Provider invoice that is disputed in good faith, until the Dispute is resolved in accordance with the Dispute Resolution Process; and
- (b) withhold from any payment due to the Service Provider an amount sufficient to indemnify, in whole or in part, the Director and their employees and agents, against any Claims or Losses that have arisen or that could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Director in accordance with this section 9.3 will not constitute a breach of this Agreement.

9.4 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement or contained in any statement of account or other document issued by the Service Provider, interest will not accrue to the Service Provider or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the receipt by the Director of an undisputed invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation*, B.C. Reg. 215/83 then in effect under the Financial Administration Act. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 9.

9.5 Interest on Overpayment and Other Payments due to the Director

The Director may charge the Service Provider interest on any overpayment collected by the Service Provider from the Director and on any other payments required under this Agreement to be paid to the Director, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation*, B.C. Reg. 214/83 then in effect under the Financial Administration Act.

9.6 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Director to the Service Provider pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Director, in any Fiscal Year, as defined in the Financial Administration Act, or part thereof when any payment of money by the Director to the Service Provider falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the Financial Administration Act, having not controlled or limited, pursuant to the Financial Administration Act, expenditure under any appropriation referred to in subsection 9.6(a).

9.7 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Service Provider will not, in relation to the performance of its obligations under this Agreement, commit or purport to commit the Director to pay any money except as may be expressly provided for in this Agreement.

9.8 Taxes payable by the Director

The Director will pay all applicable sales taxes payable in respect of the Services purchased from the Service Provider under this Agreement in accordance with Applicable Laws. The Service Provider is solely responsible for the payment of all income taxes assessed or levied against it or its business, as well as any employee benefits.

9.9 Refund of Taxes by the Service Provider

The Service Provider will:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Service Provider as a result of this Agreement that the Director has paid or reimbursed to the Service Provider, or agreed to pay or reimburse to the Service Provider, under this Agreement; and
- (b) immediately upon receiving or being credited with any amount applied for under subsection 9.9(a), remit that amount to the Director.

9.10 Withholding Taxes

The Service Provider agrees that if the Director is required by Applicable Laws to deduct or withhold any amount on account of taxes ("**Withholding Taxes**") due or accruing in connection with any amounts payable to the Service Provider under this Agreement, then the Director will have the right to deduct and withhold such Withholding Taxes from the amounts owing to the Service Provider, and to pay the same to the appropriate governmental agency or taxing authority, unless the Service Provider receives a tax waiver from the appropriate authority and provides a copy to the Director. All such Withholding Taxes paid by the Director for the benefit of the Service Provider to a government agency or taxing authority will be deemed to have been made in satisfaction of the same amount due by the Director under this Agreement. The Director will have no responsibility for any such Withholding Taxes remitted to a government agency or taxing authority other than to provide the Service Provider with such forms or reports as the taxing authority directs the Director to provide.

Article 10 RECORDS

10.1 Maintenance of Records

During the Term and for such longer period as may be required by the Information Management Act, the Service Provider will maintain and, as necessary, cause its Subcontractors to maintain, accurate and complete records related to this Agreement and to the Services provided by the Service Provider under this Agreement, including supporting documentation, in accordance with prevailing industry standards and as may otherwise be required or necessary:

- (a) for the Service Provider to meet any reporting or record keeping requirements referred to in this Agreement, including in the Policies and Standards;

- (b) to fully inform the Director of the work done and to be done by the Service Provider and any Service Provider Personnel or Subcontractor pursuant to this Agreement; and
- (c) to enable the Director to verify compliance by the Service Provider and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all matters arising under this Agreement.

10.2 Form of Records and Work Product

The Service Provider must maintain the Work Product and the Director's Records in locations and in forms that comply with Policies and Standards, and otherwise that are satisfactory to the Director. Without limiting the generality of the foregoing, the Service Provider will utilize the Portal as directed for the creation and storage of Personal Information, Work Product and the Director's Records.

10.3 Custody of the Director's Records

The Service Provider will have Custody of the Director's Records from the later of:

- (a) the date that Custody is granted to the Service Provider by the Director; or
- (b) the date of the creation or coming into existence of the Director's Records,

in accordance with the provisions of this Agreement.

10.4 Access

Without limiting the Director's rights or duties under Article 2 (Relationship Between the Director and the Service Provider) or Article 5 (Relationship Management) or otherwise under the CFCSA, during the Term, and for such longer period as may be required by the Information Management Act, the Service Provider will, within 72 hours of receipt of a written request, provide the Director, their Auditors and other authorized representatives of the Director with access including, where applicable and practicable to do so, with electronic access, to the following:

- (a) all Service Provider Records, Director's Records, Work Product, Personal Information and any other Records related to the Services then in the Custody of the Service Provider, wherever maintained; and
- (b) any property or facility, including without limitation the Service Provider's Facilities, where the aforementioned records are housed, maintained or stored.

10.5 Control of Director's Records

The Director's Records are and will remain the property and under the Control of the Director and, accordingly, the Director's Records will continue to remain subject to the requirements of the CFCSA, the Information Management Act, the Electronic Transactions Act, the Interpretation Act, FOIPPA, and all Policies and Standards related thereto. The Service Provider will comply with the requirements thereof in respect of the Director's Records as though each such of the aforementioned statutes applied to the Service Provider directly. In addition, the Service Provider will:

- (a) subject always to its obligations with respect to information security, Director Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any of the Director's Records other than as may be required for the purpose of providing the Services in accordance with this Agreement;

- (b) not sell, transfer to another jurisdiction or to the Custody of any other person, or Dispose of the Director's Records without the approval and direction of the Director, or as contemplated under this Agreement;
- (c) return the Director's Records to the Director upon written request from the Director or as may otherwise be required or permitted under this Agreement;
- (d) at the request and expense of the Director, provide written or electronic copies of the Director's Records for storage at Province Facilities or the facilities of any applicable regulatory body or agency, as the Director may require;
- (e) maintain the safekeeping and integrity of the Director's Records in accordance with the records protocols set forth in applicable Policies and Standards, and with the provisions of Article 15 (Confidentiality) and Article 16 (Privacy and Security); and
- (f) store all of the Director's Records separately from other records in the Service Provider's Custody, and ensure that they are clearly identified as the Director's Records.

10.6 Final Return of Director's Records

Except as may be otherwise required by the Director, upon the later of:

- (a) the termination or expiry of this Agreement; or
- (b) the termination or expiry of any Exit Period to which the Director's Records relate,

the Service Provider will deliver all Director's Records then in its Custody to the Director, including all full and partial copies thereof.

10.7 Storage and Disposal of Records

The Service Provider will not Dispose of any Director's Records without the prior written approval of the Director. If the Director requests, in writing, that the Service Provider Dispose of any Director's Records, the Service Provider will comply with all applicable Policies and Standards, Applicable Laws and any directions from the Director regarding the Disposal of the Director's Records.

10.8 Unauthorized Loss or Destruction of Director's Records

In the event that any of the Director's Records are destroyed, lost or altered, other than as permitted under this Article 10 due to any act or omission of the Service Provider, any Service Provider Personnel or Subcontractor (whether such persons are acting within or outside the scope of their employment or engagement), the Service Provider will be responsible, at its cost, for restoring the Director's Records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Director's request, restoring or reconstructing the Director's Records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

10.9 Survival

The provisions of this Article 10 will survive the expiration or earlier termination of this Agreement.

Article 11 AUDIT

11.1 General Audit Rights

At any time during the Term and for a period of two (2) years after the expiration or termination of this Agreement, the Director may appoint an internal Provincial or external auditor, inspector, professional advisor or other representative (“**Auditor**”) to conduct an Audit with respect to any aspect of this Agreement and the Service Provider’s performance of its obligations under this Agreement, including:

- (a) any matter related to the Services, including:
 - (i) the Service Provider’s compliance with this Agreement, associated terms and conditions of this Agreement, Applicable Laws, and the Policies and Standards;
 - (ii) the Service Provider’s general controls, certifications, accreditations, practices and procedures in connection with the Services; and
 - (iii) the completeness and accuracy of records and any other documentation or material provided by the Service Provider to the Director;
- (b) the records and supporting documentation referred to in Article 10 (Records); and
- (c) operational and other audits as may be requested or otherwise required to be undertaken under the Financial Administration Act or any other Applicable Law regarding any aspect of this Agreement.

11.2 Audit by Director

- (a) In addition to the general audit rights set out in section 11.1, the Director also has the right to conduct an Audit. The Audit function provides:
 - (i) the Service Provider with information to make program decisions to enhance and improve the Services and to meet its obligations under this Agreement;
 - (ii) the Director with information necessary for the Director to carry out their responsibilities under the CFCSA; and
 - (iii) where applicable, the Ministry with information to ensure that the terms and conditions under the funding agreement have been meet.
- (b) Audits will take place, as required by the Director, pursuant to Applicable Laws and Policies and Standards.
- (c) The Director will establish a schedule for Audits. The Director will provide notification of the timing of any Audit and will provide reasonable notice of any changes in the schedule that may directly impact the Service Provider.
- (d) Prior to finalizing any Audit report, the Director may provide Service Provider with a draft copy for its review and comment.
- (e) The Director will provide the Service Provider with the results of any Audit conducted under this Agreement, subject to Applicable Laws.

- (f) The Director will bear the costs of Audits required by the Director.
- (g) The Service Provider may request an Audit, and the Service Provider will bear the costs of the Audit unless the parties agree to another financial arrangement. Such Audits are subject to available resources.

11.3 Audit, Review or Investigation by RCYA or the Ombudsperson

- (a) The Service Provider acknowledges that it is subject to the RCYA and the Ombudsperson Act.
- (b) For the purposes of improving the effectiveness and responsiveness of the Services, the RCY may conduct an independent Audit, review or investigation pursuant to sections 6(1)(b) and (c) of the RCYA.
- (c) When one of the parties has been notified that an investigation or review is initiated by the RCY or the Ombudsperson with respect to the Services provided to an individual by the Service Provider, the party receiving this information will inform the other party.
- (d) The Public Guardian and Trustee of British Columbia is the property guardian for children in the continuing custody of the Director. The Service Provider acknowledges that the performance of the Services is subject to any agreements, obligations or protocols between the Director and the Public Guardian and Trustee, and the Service Provider will comply with same, as directed by the Director.

11.4 Conduct of the Parties

In connection with the rights granted to the Director pursuant to section 11.1:

- (a) The Director will use reasonable endeavours not to hinder or interfere with the performance of the Services by the Service Provider, or with the Service Provider's other business operations.
- (b) The Service Provider will, and will cause all Service Provider Personnel and Subcontractors to:
 - (i) cooperate with any Director inspections, investigations and audits;
 - (ii) make available on a timely basis all information and records requested by the Director and their Auditors;
 - (iii) provide the Director and their Auditors with assistance in obtaining access to such information and records, as may be reasonably requested, including providing access to the Service Provider's Facilities and any equipment therein; and
 - (iv) permit the Director and their Auditors to examine and make copies of any paper and electronic records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services and the performance by the Service Provider of its other obligations under this Agreement.

11.5 Costs

Except as provided in section 11.6, each party will bear its own costs in connection with an audit or inspection under this Article 11 including, in the case of the Service Provider, the cost of the time and effort of the Service Provider, Service Provider Personnel and Subcontractors to comply with any requests or requirements of the Director, Auditor, RCY or the Ombudsperson.

11.6 Deficiencies

If an audit or investigation under this Article 11 reveals a material deficiency, as determined by the Director in their discretion, then the following will apply:

- (a) if the audit or investigation reveals an overcharge by the Service Provider, then:
 - (i) within five (5) Business Days after receipt of notice of the overcharge, the Service Provider will provide to the Director, at the Director's option, either a refund or invoice credit equal to the amount of the overcharge; and
 - (ii) if the amount of the overcharge is more than 5% of the amount of Fees and other amounts that should have been paid during the audited period, the Service Provider will reimburse the Director, either by refund or invoice credit, for the Director's reasonable costs incurred in connection with the audit or investigation; and
- (b) if the audit or investigation reveals any other material deficiency, unless otherwise specifically provided in this Agreement, the parties must meet as soon as possible to discuss and address the deficiency. The Service Provider will, as soon as practical, develop and present to the Director a corrective action plan to be undertaken by the Service Provider to resolve the deficiency, and Service Provider's target date to implement the corrective action plan. The corrective action plan will contain sufficient detail so as to allow the Director to review and comment on the plan. The Service Provider will remedy, at its expense, the deficiency in accordance with the corrective action plan and any comments provided by the Director, in a timely manner reasonably acceptable to the Director. Without limiting the Director's, RCY's or Ombudsperson's audit and inspection rights under this Agreement, the Director, RCY and Ombudsperson shall each have the right to conduct a follow up audit or inspection, as applicable, in respect of the Service Provider's implementation of any corrective action plan undertaken pursuant to this section.

11.7 Survival

The Director's, RCY's and Ombudsperson's inspection and audit rights will survive the expiration or termination of this Agreement.

Article 12 REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Service Provider Representations and Warranties – Capacity and Performance

The Service Provider represents and warrants to the Director and covenants with the Director that, throughout the Term:

- (a) the Service Provider has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;

- (b) this Agreement has been duly authorized by all necessary action of the Service Provider, and constitutes a valid, subsisting and legally binding obligation upon the Service Provider that is enforceable against the Service Provider in accordance with its terms;
- (c) the Service Provider is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;
- (d) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Service Provider may be bound, or a breach or default under any contract or agreement to which the Service Provider is a party;
- (e) the Service Provider is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Service Provider's obligations under this Agreement;
- (f) the Service Provider has sufficient trained Service Provider Personnel, Facilities and appropriate equipment to enable it to fully perform its obligations under this Agreement;
- (g) with the exception of any information provided by the Director and which is incorporated into the Service Provider's documents, all information, statements, documents and reports furnished or submitted by the Service Provider to the Director in connection with this Agreement, including all information that the Service Provider provided to the Director in connection with any procurement process relating to this Agreement (if any), are true and correct and not misleading in any material respect, and the Service Provider has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;
- (h) the Service Provider has no knowledge of any fact or of any legal Claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;
- (i) the Service Provider will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Director, and will refrain from engaging in any unfair, deceptive or unethical practices, or any other practice or conduct that could reflect unfavourably upon the Director; and
- (j) the Service Provider has filed all Taxes, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all Taxes, fees and assessments calculated to be due by it under those laws. the Service Provider has obtained at its sole expense, all arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and Third Party Providers, to ensure that the Service Provider and all Service Provider Personnel and Subcontractors can fully perform their obligations, and that the Director can fully exercise its rights under this Agreement.

12.2 Representations and Warranties – Service Provider Personnel

The Service Provider represents and warrants to the Director and covenants with the Director that, throughout the Term:

- (a) the Service Provider will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Service Provider's obligations in accordance with this Agreement;
- (b) the Service Provider has taken all such actions that it is required to take in respect of Subcontractors under this Agreement including the incorporation into enforceable Subcontracts, when required pursuant to section 7.3, of all relevant obligations required for the performance by such Subcontractors of the Service Provider's subcontracted obligations in accordance with the terms of this Agreement;
- (c) the Service Provider will ensure that all Service Provider Personnel and Subcontractors who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;
- (d) the Service Provider and all Service Provider Personnel and Subcontractors possess the skills, expertise, experience and training required pursuant to this Agreement; and
- (e) the Service Provider will comply, and ensure that all Subcontractors comply, with all applicable occupational health and safety laws in relation to the performance of the Service Provider's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia and similar laws in other jurisdictions (as applicable).

12.3 Reliance by the Director

All representations, warranties and covenants made or provided by the Service Provider under this Agreement are material and will conclusively be deemed to have been relied upon by the Director, notwithstanding any prior or subsequent investigation by the Director.

Article 13 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

13.1 Ownership of Director Records

Notwithstanding any other provision of this Agreement:

- (a) the Director owns and retains all right, title and interest in, to and associated with all of the Director's Records and all related Intellectual Property Rights; and
- (b) the Service Provider will not acquire any right, title or interest in, to or associated with any of the Director's Records or other Intellectual Property owned or licensed by the Director, or any related Intellectual Property Rights, other than as expressly provided in this Article 13.

13.2 Director Data

Without limiting the generality of section 13.1, the Service Provider acknowledges and agrees that, as between the parties, the Director owns all Director Data. Neither the Service Provider nor any Service Provider Personnel or Subcontractor may use any Director Data other than as required for the purpose of providing the Services and then, only in accordance with this Agreement. For greater certainty, under no circumstances may the Service Provider, any Service Provider Personnel or Subcontractor monetize or commercialize any Director Data, whether or not such data has been aggregated or otherwise anonymized.

13.3 Marks and Logos

The Service Provider will not use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services or otherwise, without the express prior written permission of the Province.

13.4 Use of Director-Licensed Items

The Service Provider will, and will ensure that all Service Provider Personnel and Subcontractors, use any Director-Licensed Items solely for the purpose of performing the Services in accordance with this Agreement. The Service Provider acknowledges that the Service Provider's access to or use of any Director-Licensed Items may be subject to additional terms, conditions and restrictions with the applicable Third Party Provider and/or the Director, and agrees that it will comply, and will ensure that all Service Provider Personnel and Subcontractors comply, with all such additional terms, conditions and restrictions, as directed by the Director.

13.5 Work Product Assignment, Waiver and Transfer

- (a) The Director will solely own all right, title, and interest in, to and associated with each item of Work Product and all related Intellectual Property Rights. Neither the Service Provider nor any Service Provider Personnel or Subcontractor will retain any right, title or interest in, to or associated with any Work Product or any related Intellectual Property Rights, and will not authorize any other person to use, reproduce, modify (including creating derivative works), and distribute any Work Product or any related Intellectual Property Rights in any manner or for any purpose other than as required for the performance of the Service Provider's obligations under this Agreement.
- (b) The Service Provider:
 - (i) hereby irrevocably and unconditionally assigns and transfers to the Director, effective as of the date that each item of Work Product is created, all right, title and interest throughout the world in, to and associated with each item of Work Product and all related Intellectual Property Rights, free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without restriction; and
 - (ii) represents and warrants that it has obtained duly executed written agreements that irrevocably and unconditionally waive in the Director's favour any and all non-transferable rights (including all moral rights and rights of authorship and attribution), which the Service Provider, Service Provider Personnel or Subcontractors may have in the Work Product, and confirm the vesting in the Province of all Intellectual Property Rights in the Work Product.

Upon request, the Service Provider will deliver to the Director documents satisfactory to the Director which evidence how the Service Provider Personnel and/or Subcontractors have contributed to the development or creation of Work Product have assigned and transferred their rights in respect of such Work Product to the Service Provider and provided the waiver contemplated in subparagraph 13.5(b)(ii).

- (c) For greater certainty, subsections 13.5(a) and (b) will not apply to Service Provider Records or Third Party Materials that are incorporated into any Work Product.

13.6 License to Service Provider

The Director hereby grants to the Service Provider for the Term a non-exclusive, revocable, worldwide, non-transferrable, fully paid-up, royalty-free right and license for the Service Provider and Service Provider Personnel to use the Director's Records and the Work Product, solely as necessary for the purpose of permitting the Service Provider and the Service Provider Personnel to perform the Service Provider's obligations under this Agreement.

13.7 Ownership of Service Provider Records

As between the parties, and except as expressly set forth in this Agreement, the Service Provider owns and retains all right, title, and interest in, to and associated with all Service Provider Records, including all related Intellectual Property Rights.

13.8 Consent for Service Provider-Provided Third Party Materials

The Service Provider will not include any Third Party Materials in any Work Product without the Director's express prior written consent in each instance. If the Service Provider wishes to include Third Party Materials in any Work Product, the Service Provider will make a request in writing to the Director. Each such request will:

- (a) expressly identify the Third Party Materials and the affected Work Product, and provide details of the fees and other charges, if any, payable by the Director to a Third Party Provider or to the Service Provider for the proposed use of the Third Party Materials; and
- (b) include a copy of any license agreement or other terms and conditions governing the use of the Third Party Materials.

Article 14 PROVINCE IT INFRASTRUCTURE

14.1 Service Provider Obligations

- (a) The Service Provider must use the Province IT Infrastructure, including the Portal, as directed by the Director and in accordance with this Article 14, in the performance of the Services and to meet the Service Provider's obligations under this Agreement.
- (b) The Service Provider must at all times throughout the Term maintain, in accordance with the Policies and Standards, a fully current, accurate and complete file in the Portal for each child and youth while providing Services to or for the child and youth, and immediately inform the Director when the Service Provider's provision of services to or for the individual or child and youth is complete.

14.2 Use of Province IT Infrastructure

The Service Provider's access and use of the Province IT Infrastructure is subject to the following terms and conditions:

- (a) The Service Provider agrees that the Province IT Infrastructure will at all times be owned, operated, controlled and maintained by the Province, or on behalf of the Province by third parties, and that the Service Provider obtains no rights or interests in or to the Province IT Infrastructure other than the right to access and use the Province IT Infrastructure solely as necessary for the purpose of performing the Services in accordance with this Agreement.

- (b) Subject to sections 14.3 and 14.4, the Director will provide the Service Provider with such reasonable access to and use of the Province IT Infrastructure as the Service Provider may require solely as necessary for the purpose of performing the Services in accordance with this Agreement and will, for greater certainty, provide such reasonable access to and use of the Portal as the Service Provider may require solely as necessary for the purpose of meeting its obligations under this Agreement. The Service Provider expressly agrees that it will not use or permit the use of the Province IT Infrastructure for any additional, ancillary or other purpose unless expressly agreed in writing by the Director.
- (c) The Service Provider will, and will cause all Service Provider Personnel and Subcontractors who access or use any part of the Province IT Infrastructure to comply with all applicable rules, and Policies and Standards in effect from time to time in respect of the Province IT Infrastructure including, but not limited to, all Policies and Standards dealing with confidentiality, security and the protection of Personal Information.

14.3 Termination of Rights to Province IT Infrastructure

The Service Provider's right to access and use of all or any part of the Province IT Infrastructure will terminate upon the earlier of:

- (a) the completion of the Services for which the right to access and use of the Province IT Infrastructure (or any part thereof) was granted;
- (b) the termination or expiry of this Agreement or, if any Exit Period extends beyond the termination or expiry of this Agreement, the termination of the Exit Period; and
- (c) receipt by the Service Provider of written notice from the Director terminating the Service Provider's right to access and use the Province IT Infrastructure (or any part thereof).

14.4 Effect of Termination

Upon termination of the Service Provider's right to access and use all or any part of the Province IT Infrastructure, the Service Provider will promptly delete and/or return to the Director all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the affected part(s) of the Province IT Infrastructure, in accordance with the applicable Policies and Standards.

14.5 Service Provider Information Technology

- (a) To assist the Service Provider in performing and providing the Services and meeting the Service Provider's obligations under this Agreement, the Service Provider may use other information technology hardware, systems or software programs or applications, provided that in, all instances:
 - (i) the functionality is not provided by, or used in place of, the Province IT Infrastructure; and
 - (ii) the Service Provider demonstrates to the Director's satisfaction that the information technology system, or software program or application complies with Applicable Laws, this Agreement (including the applicable Policies and Standards), including, in particular, with respect to privacy, confidentiality and security.
- (b) The Service Provider shall provide and maintain throughout the Term all required network connections, electronic equipment and hardware, Software, licenses, and subscriptions

required for the Service Provider to access and utilize the Province IT Infrastructure for the performance of the Services and complying with its obligations under this Agreement.

Article 15 CONFIDENTIALITY

15.1 Acknowledgement

The Service Provider acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Service Provider and its Subcontractors will have access to and Custody of certain highly confidential information, including Director Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Director.

15.2 Protection of Director Confidential Information

At all times during the Term and thereafter, the Service Provider will keep and maintain all Director Confidential Information in confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but if the Director Confidential Information is subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, the RCYA and the CFCSA, no less than the degree of care mandated by those provisions.

15.3 Permitted Use and Disclosure of Director Confidential Information

The Service Provider will not use, reproduce or disclose, either directly or indirectly, any of the Director Confidential Information without the Director's prior written consent except, subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, the RCYA and the CFCSA:

- (a) where this Agreement expressly permits disclosure for the purpose; and
- (b) to the Service Provider Personnel, officers, Subcontractors, professional advisors, auditors and any other third party service providers to the Service Provider on a Need-to-Know basis as required to observe, perform and enforce, or exercise its rights under, this Agreement, provided that any person to whom the Director's Confidential Information is disclosed will:
 - (i) be bound by contract, employment contract or oath of office to safeguard such Director Confidential Information on terms no less onerous than the terms of this Article 15, except to the extent authorized by whistle-blower law or statutory power or duty or required by law to divulge;
 - (ii) have the security clearance required by the Director, if any, to access the particular information;
 - (iii) have been advised of the confidential and proprietary nature of the Director's Confidential Information; and
 - (iv) have been instructed to keep it confidential and, if the Director requires, have provided a confidentiality undertaking in a form acceptable to the Director.

15.4 Permitted Disclosures by the Director

The Service Provider agrees that the Director may disclose any of the Service Provider Records and any other Service Provider information, documents or records in the Director's Control as may be required by the provisions of any Policies and Standards or by Applicable Laws, including FOIPPA, the RCYA and the CFCSA.

15.5 Disclosure Compelled by Law

Subject to section 15.6, the Service Provider will not be considered to have breached its confidentiality obligations under this Article 15 to the extent that the disclosure of the Director's Confidential Information is required to satisfy any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the Service Provider:

- (a) promptly upon receiving any such request, advises the person or entity requesting the Director's Confidential Information that the request must be made to the Director and notifies the Director of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;
- (b) consults with the Director regarding the nature and scope of the request; does not obstruct or interfere with, and to the extent practical, permits the Director's efforts to obtain a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure; and
- (c) discloses only that portion of the Director's Confidential Information that it is legally obligated to disclose, and then only to the extent required.

15.6 Notification of Unauthorized Use of Director Confidential Information

Without limiting any obligation under Applicable Laws, or in **Schedule J (Privacy Protection)**, the Service Provider will:

- (a) promptly notify the Director of any actual or attempted unauthorized possession, use, access to or disclosure of any Director Confidential Information of which the Service Provider becomes aware;
- (b) promptly furnish the Director with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Director with any investigation;
- (c) cooperate with the Director in any litigation and investigation against third parties, as deemed necessary by the Director to protect Director Confidential Information, to the extent such litigation is related to this Agreement; and
- (d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Director Confidential Information.

15.7 This Agreement

The Service Provider acknowledges that the Director is subject to FOIPPA, the RCYA and the CFCSA, and that this Agreement (including all associated documents and records) may be subject to public disclosure under that legislation. For greater certainty, the Service Provider hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and records) as permitted or required by FOIPPA, the RCYA and the CFCSA (including by exercise of any statutory power or duty under FOIPPA).

Article 16 PRIVACY AND SECURITY

16.1 Privacy

In relation to the Director, the Service Provider:

- (a) acknowledges that it is a “service provider” within the meaning of FOIPPA;
- (b) will and will ensure that all Service Provider Personnel and Subcontractors, at all times, strictly comply with:
 - (i) their respective obligations under FOIPPA, the RCYA and the CFCSA; and
 - (ii) **Schedule J** (*Privacy Protection*); and
- (c) will ensure that no Service Provider Personnel or Subcontractor resident outside Canada or travelling temporarily outside Canada (even if a Canadian citizen and resident) will have any access to, or use of any Personal Information, except as permitted in each case both under FOIPPA, the RCYA and the CFCSA and by the Director in accordance with this Agreement.

16.2 Security Obligations

The Service Provider will at all times make reasonable security arrangements to protect all Director Confidential Information, including Personal Information and any of the Director’s Records used with, accessed by or generated through the performance of the Services, in accordance with the Director’s requirements as advised to the Service Provider from time to time. Without limitation, the Service Provider will comply, and will ensure that all Service Provider Personnel and Subcontractors comply, with requirements set out in the Policies and Standards.

Article 17 INDEMNITY

17.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Service Provider will indemnify and save harmless the Director, their employees, agents, and service providers (collectively, the “**Director Indemnified Party**”) from any loss, Claim (including any Claim of infringement of third party Intellectual Property Rights), damage award, action, cause or action, cost or expense that the Director or any Director Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a “**Loss**”), to the extent the Loss is directly or indirectly caused by, contributed to, or resulting from:

- (a) any act or omission of the Service Provider or any of the agents, employees, officers, directors or other Service Provider Personnel or Subcontractor;
- (b) breach by the Service Provider of any representations or warranties under this Agreement, or any representation or warranty becoming untrue or incorrect;
- (c) breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which the Service Provider is a party or by which the Service Provider is bound which relates to the Services;

- (d) the death or bodily injury to any person resulting from negligence, willful misconduct or malfeasance on the part of the Service Provider or any of its Subcontractors, agents, employees, officers, directors or other Service Provider Personnel; or
- (e) loss of or damage to tangible property of any person resulting from negligence, willful misconduct or malfeasance on the part of the Service Provider or any of its Subcontractors, agents, employees, officers, directors or other Service Provider Personnel.

17.2 Survival

The provisions of this Article 17, including the parties' obligations under this Agreement, will survive the expiration or earlier termination of this Agreement.

Article 18 INSURANCE

18.1 Insurance

Without limiting the Service Provider's other obligations or liabilities under this Agreement, the Service Provider must comply with **Schedule I (Insurance)**.

18.2 Workers' Compensation

Without limiting any other provision of this Agreement, the Service Provider will comply with, and will ensure that all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Service Provider's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

18.3 Personal Optional Protection

The Service Provider will, and will ensure that Subcontractors will, apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Service Provider's or Subcontractor's expense, as applicable, if:

- (a) the Service Provider or Subcontractor, as applicable, does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Service Provider or Subcontractor, as applicable, from WorkSafeBC or other sources.

18.4 Evidence of Coverage

Within ten (10) Business Days of being requested to do so by the Director, the Service Provider will provide the Director with evidence of the Service Provider's compliance with this Article 18.

18.5 Subcontractors

The Service Provider will cause its Subcontractors to carry liability insurance as required by this Article 18, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

Article 19

DEFAULT AND TERMINATION

19.1 Events of Default

Each of the following occurrences will be deemed to be an “**Event of Default**” for the purposes of this Agreement:

- (a) a failure by the Service Provider to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Director;
- (b) without limiting subsection 19.1(a) above, the Director determines, at their sole discretion and determination, that the Service Provider’s failure to perform any of its obligations under this Agreement place the health or safety of any person receiving Services at risk;
- (c) an Insolvency Event;
- (d) if the Service Provider is a corporation, a Change of Corporate Control of the Service Provider without the Director’s prior written consent; or
- (e) any representation, warranty or covenant made by the Service Provider in this Agreement is or becomes untrue or incorrect.

19.2 Remedies for Default

Upon the occurrence of an Event of Default, or at any time thereafter, the Director may, at their option, elect to do any one or more of the following:

- (a) by written notice to the Service Provider, require that the Event of Default, when capable of being remedied, be remedied within the time period specified in the notice;
- (b) pursue any remedy or take any other action available to the Director at law or in equity; or
- (c) by written notice to the Service Provider, terminate this Agreement, or any individual Services forming part of this Agreement, with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under subsection 19.2(a).

19.3 Delay Not a Waiver

No failure or delay on the part of the Director to exercise their rights in relation to an Event of Default will constitute a waiver by the Director of their rights.

19.4 Notice of Events of Default

If the Service Provider becomes aware that an Event of Default has occurred or is likely to occur, the Service Provider will promptly notify the Director and supply to the Director particulars of the Event of Default or anticipated Event of Default, along with the steps the Service Provider proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of the Event of Default, as applicable.

19.5 Termination by the Director for Convenience

In addition to the Director’s right to terminate this Agreement or any part thereof pursuant to subsection 19.2(c), the Service Provider agrees that the Director may terminate this Agreement or any Services to be provided

pursuant to this Agreement, without penalty, for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the Service Provider.

19.6 Termination by the Service Provider

The Service Provider will have the right to terminate this Agreement if the Director is in material breach of their obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 9 (Fees and Payment), and the Director has failed to rectify the breach within sixty (60) days (or such longer period as the Service Provider may provide) of receipt of written notice from the Service Provider, which notice will state in detail the nature and specifics of the breach.

19.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but will not be obliged to, invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 19.

19.8 Effects of Termination

In the event of the termination of any or all of the Services, the following will apply:

- (a) **Continuity of Services.** Unless otherwise agreed or directed by the Director in writing, the Service Provider will continue to perform the Terminated Services in accordance with this Agreement during any termination notice period referred to in sections 19.2, 19.5 or 19.6 and, subject to Article 20 (Transition Services), will use its best efforts to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Director.
- (b) **Leave Province Facilities.** Unless otherwise directed by the Director, the Service Provider will, and will cause all Service Provider Personnel and Subcontractors to, peacefully leave any Province Facilities made available to the Service Provider by the Director in connection with the provision of the Terminated Services.
- (c) **Payment Consequences of Termination.** Unless otherwise provided in Article 9 (Fees and Payment), Article 20 (Transition Services) or **Schedule F (Fees and Payment Model)**, if this Agreement, or any Services, are terminated in accordance with this Article 19:
 - (i) the Director will, within ninety (90) days of the effective date of termination, pay to the Service Provider any unpaid and undisputed portion of the Fees owing in respect of any part of the Services that were delivered to the Director's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding; and
 - (ii) the Service Provider will, within ninety (90) days of the effective date of termination, repay to the Director any prepaid portion of the Fees which corresponds to the portion of the Terminated Services that the Director has notified the Service Provider in writing were either not delivered or were not delivered to the Director's satisfaction before termination, as well as any other amounts owing by the Service Provider to the Director as of the effective date of termination.

The payment by the Director of the amounts described in subparagraph 19.8(c)(i) will be in full and final satisfaction of the Director's obligation to make any payments due to the Service Provider under this Agreement and, as the case may be, the Terminated Services.

19.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Director and the Service Provider thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, will so survive.

Article 20 TRANSITION SERVICES

20.1 Transition Services

The Service Provider will provide to the Director the following services:

- (a) the Transition-In Services; and
 - (b) the Exit Management Services
- (collectively, the “**Transition Services**”).

20.2 Transition-In Services

The Transition-In Services are described in **Schedule K** (*Transition-In Services*). The Service Provider will provide all such reasonable assistance as the Director may require for the purpose of ensuring an orderly, effective and efficient transition of the Services from previous service providers to the Service Provider.

20.3 Exit Management Services

The Exit Management Services are described in **Schedule L** (*Exit Management*). The Service Provider will provide all such reasonable assistance as the Director may require for the purpose of ensuring an orderly, effective and efficient transition of the Services to the Director and/or to an Other Service Provider.

20.4 Transfer of Dedicated Assets

Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of any Terminated Services to the Director or to an Other Service Provider, as designated by the Director, the Director will have the right to purchase from the Service Provider any personal property (including, for greater certainty, equipment such as mechanical beds and lifts, and modified motor vehicles), used by the Service Provider for the performance of the Terminated Services (“**Dedicated Assets**”). For Dedicated Assets purchased entirely with the Fees received by the Service Provider for that purpose, the purchase price shall be nominal. For all other Dedicated Assets, the purchase price shall be equal to the Service Provider’s undepreciated cost thereof, calculated in accordance with GAAP. The Service Provider will provide to the Director such information as the Director may reasonably request, and will cooperate with the Director to identify and evaluate the Dedicated Assets. Upon notice by the Director to the Service Provider setting out the Dedicated Assets, if any, that the Director wishes to purchase, the Director and the Service Provider will execute and deliver to each other all documents as may be necessary to transfer the Dedicated Assets to the Director, and the Director will pay the Service Provider the purchase price for the Dedicated Assets purchased by the Director. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Director, the Service Provider and the Director will complete the transfer of such Dedicated Assets but for the payment by the Director of the purchase price therefor, which will be paid by the Director upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Director may assign their right to purchase the Dedicated Assets under this section 20.4 to any other person.

20.5 Charges for Transition Services

Except as otherwise expressly provided for in this Agreement, the Service Provider will provide the Transition Services at no additional cost or charge prior to the expiry of the Term, using all available Service Provider Personnel and Subcontractors. Any fees for Exit Management Services provided after the termination or expiry of the Term will be consistent with **Schedule F (Fees and Payment Model)** and in accordance with a budget agreed upon by the parties.

Article 21 GOVERNING LAW AND DISPUTE RESOLUTION

21.1 Governing Law and Jurisdiction

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction unless otherwise expressly stated.

21.2 Dispute Resolution

Except as provided in section 21.4, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a “**Dispute**”) will be referred to and finally resolved in accordance with the Conflict Resolution Protocol.

21.3 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the Dispute Resolution Process, the Service Provider will, and will ensure that all Service Provider Personnel and Subcontractors, continue to perform the Services in accordance with this Agreement.

21.4 Exceptions

Nothing in this Article will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, legal or other formal proceedings to the extent available under the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89 and other Applicable Laws to:

- (a) apply for any interim relief pending resolution of the Dispute, including an injunction or provisional order to protect any Personal Information, Director Confidential Information or Intellectual Property Rights, or as otherwise permitted under this Agreement;
- (b) pursue or defend any legal proceedings involving third parties;
- (c) preserve any legal right or remedy from expiring due to a limitation period; or
- (d) enforce any orders described in subsection 21.4(a) or any arbitration award.

**Article 22
NOTICE**

22.1 Notice

Unless otherwise specified in this Agreement, any notice, approval, consent or communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and will be conclusively deemed validly given to and received by the addressee if:

- (a) delivered personally or by recognized courier service, on the date of delivery; or
- (b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same;

addressed, as the case may be, to the Director at:

[Ministry of Children and Family Development]

[insert address]

Attention: [Director]

or to the Service Provider at:

[insert details]

Attention: [insert name of Service Provider representative]

22.2 Change of Contact Information

Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Director or the Service Provider, as applicable.

22.3 Notice of Adverse Events

Subject to Applicable Laws and confidentiality obligations to which the Service Provider may be bound, the Service Provider will provide the Director with as much prior notice as is reasonable in the circumstances of any event relating to the Service Provider or any of its affiliates, Service Provider Personnel or Subcontractors that may become public knowledge or the subject of media coverage, and which could reasonably be expected to reflect negatively on the Director or to otherwise adversely impact the Director or the relationship between the parties. Where it is not possible for the Service Provider to provide prior notice to the Director, the Service Provider will notify the Director as soon as possible after the occurrence of the event.

**Article 23
MISCELLANEOUS**

23.1 Further Assurances

The Service Provider will, upon the reasonable request of the Director, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Waiver

A waiver of any term or breach of this Agreement will be effective only if it is in writing and executed by or on behalf of an authorized representative of the waiving party, and will not constitute a waiver of any other term or breach of this Agreement.

23.3 Assignment by the Service Provider

The Service Provider will not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Director's prior written consent, which consent may be given or withheld by the Director in their discretion.

23.4 Assignment by the Director

The Director may assign any rights or transfer any obligations of the Director under this Agreement, effective on the date set out in a written notice to the Service Provider, without the Service Provider's consent.

23.5 Legal Relationship

The Service Provider is an independent service provider and not the employee, partner or agent of the Director. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, unless expressly authorized by the terms of this Agreement, the Service Provider does not have any authority to, and will not in any manner whatsoever, commit or purport to commit the Director to any obligation or liability of any kind, including the payment of any money to any person.

23.6 Amendment

Subject to the provisions of **Schedule H** (*Agreement and Services Amendment Processes*), any alteration or amendment to the terms and conditions of this Agreement must be in writing and executed by the duly authorized representatives of both parties.

23.7 Publicity and Communications

Unless expressly permitted under this Agreement, the Service Provider will not make any public announcement relating to this Agreement without the prior written approval of the Director or as required by Applicable Laws.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement.

23.9 Remedies

The rights, powers and remedies of the Director in this Agreement are cumulative and in addition to, and not in substitution for, any right, power or remedy that may be available to the Director in contract, at law or in equity.

23.10 Binding Effect and Inurement

This Agreement inures to the benefit of and is binding upon the Director and the Service Provider, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Service Provider nor any Service Provider Personnel or Subcontractors will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Director in respect of all or any part of the Services and/or the performance of any of the Service Providers' other obligations under this Agreement. The Service Provider will immediately notify the Director if it becomes aware of an actual or potential conflict of interest, and will comply with any direction given by the Director in respect of the actual or potential conflict. Without limitation, the Director retains the right to prohibit any person (including the Service Provider and any Service Provider Personnel or Subcontractor) from taking any action, delivering any products or services, or otherwise doing anything in connection with this Agreement if the Director determines, at their sole discretion, that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by Applicable Laws.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by the Director:		<hr/> <i>(Signature)</i> <hr/> <i>(Print Name and Title)</i>
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SIGNED on behalf of [Service Provider Full Legal name] by its duly authorized signatory:))))	<hr/> <i>(Signature of Authorized Signatory)</i> <hr/> <i>(Print Name of Authorized Signatory)</i>
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SCHEDULE A – DEFINITIONS

All terms defined in the CFCSA and used in this Agreement, whether capitalized or not, shall have the meaning given to them in the CFCSA, unless the context otherwise requires, or the term is otherwise defined in this Agreement.

In this Agreement:

“**Actual Monthly Costs**” are the Service Provider’s actual monthly costs within the Operational Cost Structure;

“**Administration Fee**” has the meaning given in **Schedule F** (*Fees and Payment Model*);

“**Administrative Review**” means an administrative procedure established by the Director pursuant to section 93.1 of the CFCSA and Part 5 of the Child, Family and Community Service Regulation to review complaints regarding the exercise of the Director’s powers, duties and functions under the CFCSA;

“**Agreement**” means this Services Agreement made between the Service Provider and the Director, including all Schedules and Appendices attached hereto, as they may be amended from time to time in accordance with the terms hereof;

“**Applicable Laws**” means all applicable laws, including any statute, regulation or bylaw, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services, including for greater certainty, CFCSA, YCJA and FOIPPA and any regulations made under them;

“**As Needed Amounts**” has the meaning given in **Schedule F** (*Fees and Payment Model*);

“**Audit**” means a formal examination of the operation, practices and financial management of the Service Provider as it pertains to the CFCSA, the *Societies Act*, S.B.C. 2015, c. 18, Policies and Standards and any other Applicable Laws, standards, formal agreements and reporting requirements pertaining to this Agreement;

“**Auditor**” has the meaning set forth in section 11.1;

“**Business Day**” means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;

“**Care Plan**” means a comprehensive plan of care for a particular child created by the Director in accordance with the CFCSA and the applicable regulations (for clarity, the Care Plan is separate and distinct from the SHSS Service Plan, which is developed and maintained by the Service Provider in accordance with this Agreement);

“**Care Setting**” means the physical space (building and suite) where the Services are being delivered, as identified in this Agreement;

“**Case Review**” means an examination by the Director of case practice related to a specific case or incident pursuant to section 93.2 of the CFCSA. It is a process by which the Director can obtain an assessment of the facts surrounding the delivery of any Services or the case practices of the Service Provider in order to determine compliance with the CFCSA and the Policies and Standards, and which assessment results in a detailed report of the findings;

“**CFCSA**” means the *Child, Family and Community Service Act*, R.S.B.C. 1996 c. 46;

“Change of Corporate Control” means a change, directly or indirectly, in the ownership of more than fifty percent (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party;

“Child, Family and Community Service Regulation” means the *Child, Family and Community Service Regulation*, B.C. Reg. 527/95 (British Columbia);

“Child/Youth’s Voice” means a child/youth’s views, ideas, preferences, wishes, likes/dislikes made known by a child/youth residing in a Care Setting, including in relation to decisions that may affect them or activities, services and supports in which they may be involved, generally with the support of active inclusion by their SHSS Care Circle. The Child’s/Youth’s Voice is referred in the context of the child/youth’s meaningful inclusion in planning, which includes a developmentally appropriate level of agency, and the capturing of their opinion as well as reflecting their voice in the generation of topics for discussion/planning;

“Children and Youth Mental Health” or **“CYMH”** means the mental health assessment and treatment options for children/youth provided by the Ministry under the Children and Youth Mental Health program;

“Children and Youth with Support Needs” or **“CYSN”** means the services provided by the Ministry under the Children and Youth with Support Needs program;

“Claim” means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;

“Clinical Consultation” has the meaning given in **Schedule B** (Services);

“Conflict Resolution Protocol” means the conflict resolution protocol contained in the Policies and Standards, or as otherwise established or adopted by the Ministry for contractual relationships entered into with Service Providers, as adapted by the Director (acting reasonably and in good faith), for the performance of the Services under this Agreement;

“Constitution Act” means the *Constitution Act, 1867*, 30 & 31 Victoria, c. 3 (U.K.);

“Continuous Improvement Plan” or **“CIP”** has the meaning given in **Schedule B** (Services);

“Contract Document” means all documents that are incorporated into or form part of this Agreement, whether by attachment or reference;

“Contract Manager” has the meaning given in section 6.1;

“Contract Maximum” has the meaning given to it in **Schedule F** (Fees and Payment Model);

“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;

“Culturally Safe” is a transformation of relationships where the needs and voice of children, youth and their families take a predominate role. It is a theory and practice that considers power imbalances, institutional discrimination, colonization, and colonial relationships as they apply to social policy and practice. Cultural safety involves actively exploring and challenging complex power relationships including the way that bias, stereotyping, discrimination, and racism impacts how the Services are delivered and received;

“**Custody**” (of a record) means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a record;

“**Dedicated Assets**” has the meaning given in section 20.4;

“**Director**” has the meaning given to it at the beginning of this Agreement;

“**Director Confidential Information**” means, and includes, all information contained in or data about any Personal Information, the Director’s Records or Director’s Data, and any other information accessible, accessed or obtained by the Service Provider or a Subcontractor as a result of this Agreement, whether or not in record form or communicated orally or visually, and whether or not designated as confidential (or with a similar designation);

“**Director Data**” means data provided by or on behalf of the Director in connection with this Agreement, or used, stored or generated by or on behalf of the Director or other users through the performance of the Services and the Province IT Infrastructure, and all data and other works derived from such data, and includes all Intellectual Property Rights therein;

“**Director Indemnified Party**” has the meaning given in section 17.1;

“**Director-Licensed Item**” means Third Party Materials owned or supplied by a Third Party Provider, which are included in or comprise a portion of the Director’s Records, and which are used by the Director pursuant to a license granted by or on behalf of the Third Party Provider;

“**Director’s Records**” includes:

- Records, including those containing Personal Information of any child/youth, other than Service Provider Records, created or produced by the Service Provider as a result of this Agreement unless otherwise specified in this Agreement; and
- Records, including those containing Personal Information of any child/youth, other than Director-Licensed Items, received by the Service Provider or any Subcontractor in the course of providing the Services or otherwise in connection with this Agreement, from the Director or on their behalf or at their direction, including materials, files, content, information (including Director Confidential Information), findings, software, Director Data, specifications, drawings, reports and documents, and including Work Product;

“**Dispose**” means to “dispose” and to “transfer”, as those terms are defined in the Information Management Act;

“**Dispute**” has the meaning given in section 21.2;

“**Dispute Resolution Process**” means the process described in section 21.2;

“**EC Services**” or the “**Emergency Care Services**” means the services described in **Schedule B (Services)**;

“**Effective Date**” is the date written at the beginning of this Agreement;

“**Electronic Transactions Act**” means the *Electronic Transactions Act*, S.B.C. 2001, c. 10;

“**Event of Default**” has the meaning given in section 19.1;

“**Exit Management Services**” has the meaning given to it in **Schedule L (Exit Management)**;

“**Exit Period**” has the meaning given to it in **Schedule L** (*Exit Management*);

“**Extended Care Circle**” has the meaning given to it in the Policies and Standards;

“**Facilities**” means the physical locations (excluding Province Facilities) the Service Provider uses to provide the Services;

“**Facility Costs**” has the meaning given in **Schedule F** (*Fees and Payment Model*);

“**Financial Administration Act**” means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

“**Fees**” has the meaning given to it in section 9.1;

“**FOIPPA**” and “**Freedom of Information and Protection of Privacy Act**” means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165;

“**GAAP**” means the generally accepted accounting principles as provided in the Handbook of the Canadian Institute of Chartered Accountants;

“**Goals**” are meaningful to the child or aligned with the child’s/youth’s best interests, driven by the child/youth, in collaboration with the SHSS Care Circle and Primary Professional (children and youth may express Goals in different ways and with varying level of support from their SHSS Care Circle);

“**Goal Domains**” means the four categories in which Goals are created within the SHSS Service Plan, being: (a) Community Inclusion / Belonging; (b) Developmental (Cognitive, Behavioural, Physical); (c) Social, Emotional and Day-to-Day Wellness; and (d) Cultural Attachment and Connectedness;

“**Governance and Stewardship Objectives**” has the meaning given to it in **Schedule G** (*Governance, Stewardship and Relationship*);

“**Guardian**” means the legal guardian of the child or children;

“**Guardianship Worker**” means a delegate of the Director, with primary responsibility for ensuring the safety and well-being of children and youth in care. They are responsible for ensuring the legislated rights of children and youth in care and the inherent rights of Indigenous children and youth in care are respected and actively promoted. They support children and youth in care with their transition into and out of care, and facilitate permanency and belonging through connections to their family, extended family, culture and communities throughout their time in care. For children/youth in care, Guardianship Workers are responsible for developing and implementing a Care Plan (separate to the SHSS Service Plan) that supports development across a variety of domains in collaboration with children/youth and their circle/care team and ensures a child/youth’s Indigenous community(s) is involved in the planning. They work collaboratively with SHSS Service Providers and Resource Workers as a child/youth in care’s Primary Professional to meet their needs throughout their time in care. The scope of guardianship authority, duties and responsibilities is determined by the type of court order or agreement in place;

“**Human Resource Facility Act**” means the *Human Resource Facility Act* R.S.B.C. 1996, c. 209;

“**In Care**” means when a child/youth comes under the definition of “child in care” as defined in the CFCSA, and “**Into Care**” has the corresponding meaning;

“**Indigenous**” refers to the First Nations, Inuit, and Métis peoples of Canada. The term Indigenous does not identify the uniqueness and diverse cultures of First Nations, Inuit, and Métis peoples and is often viewed as a “pan-Indigenous” approach. In this Agreement, “Indigenous” is intended to be inclusive of status and non-status First Nations both on- and off-reserve, Metis and Inuit peoples. It is recognized that Indigenous peoples have the right to define and identify themselves as they choose;

“Information Management Act” means the *Information Management Act*, S.B.C. 2015, c. 27;

“Insolvency Event” means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Service Provider; (b) the Service Provider commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Service Provider or a proposal under the *Bankruptcy and Insolvency Act* R.S.C. 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Service Provider; (d) a compromise or arrangement is proposed in respect of the Service Provider under the *Companies’ Creditors Arrangement Act* R.S.C. 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Service Provider’s property; or (f) the Service Provider ceases, in the reasonable opinion of the Director, to carry on business as a going concern;

“Interruption of Care” means a temporary change of location, away from the Care Setting, as determined by the Director (such as going to the hospital or being absent with an unknown location);

“Intellectual Property” means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever;

“Intellectual Property Rights” means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws anywhere in the world, including any and all:

- (a) copyrights and the benefit of any waivers of moral rights;
- (b) database rights;
- (c) trademarks, tradenames and service marks;
- (d) patents and patent applications;
- (e) rights and obligations in respect of trade secrets; and
- (f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

“Intended Outcomes” means the outcomes that the Director strongly desires to achieve through the Services performed by the Service Provider and as outlined in **Schedule C** (*Outcomes Architecture and Performance Management*);

“Interpretation Act” means the *Interpretation Act*, R.S.B.C. 1996, c. 238;

“Interventions” are child and youth-focused services delivered through a team approach that are directed and guided by a Goal-based plan for the child or youth;

“Loss” has the meaning given in section 17.1;

“Monthly Amount” has the meaning given in **Schedule F** (*Fees and Payment Model*);

“MCFD” or the **“Ministry”** means the Province’s Ministry of Children and Family Development (as it maybe renamed from time to time);

“Need-to-Know” means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

“Network of Care” is as described in the Policies and Standards;

“Non-clinical service” include all other services that a child receives. This includes, cultural services, life skills and educational services, social emotional services and supports provided by non-clinical professionals, day-to-day care, recreation services etc. At times, it is likely that a non-clinical service provider will be asked to support the day-to-day needs of a clinical plan, but they are not clinicians. For example, a day-day SHSS Care Provider may be asked to support a child’s physiotherapy Goals with daily supported exercise;

“Not-in-Care” means when a child/youth is neither In Care nor Out-of-Care;

“Ombudsperson Act” means the *Ombudsperson Act*, R.S.B.C. 1996 c. 340;

“One-Time-Only Expenses” has the meaning given in **Schedule F** (*Fees and Payment Model*);

The **“Operational Cost Structure”** are the funds and categories outlined in **Schedule F** (*Fees and Payment Model*) that the Service Provider utilizes to provide the Services in **Schedule B** (*Services*);

“Other Service Provider” means a third party service provider (and their personnel and subcontractors) engaged or to be engaged by the Director to perform all or any part of the Services or any other products or services;

“Outcomes” see Intended Outcomes;

“Out-of-Care” means when a child/youth is the subject of any of the following orders or agreements under the CFCSA:

- a) An extended family program agreement (**“EFP Agreement”**);
- b) An interim custody order to a person other than a parent;
- c) A temporary custody order to a person other than a parent;
- d) A permanent transfer of custody to a person other than a parent (following an EFP Agreement or a temporary custody order); or
- e) A permanent transfer of custody to a person other than a parent (following a continuing custody order);

“Payment Model” is the methodology that will determine when and how the Service Provider is paid. See **Schedule F** (*Fees and Payment Model*);

“Performance Management Program” means a comprehensive results-based program described in **Schedule C** (*Outcomes Architecture and Performance Management*), focused on the achievement of the Intended Outcomes;

“Performance Standards” means the performance standards described in **Schedule C** (*Outcomes Architecture and Performance Management*);

“Personal Information” has the meaning given to it under FOIPPA;

“Policies and Standards” means the policies, procedures, guidelines, guides, core values, objectives, processes and standards in effect at any time and from time to time, that are applicable to the Services, as

they may be amended, renamed, and restated from time to time, and which are referred to in this Agreement or in respect of which the Director has given the Service Provider notice in writing, including but not limited to those identified in **Schedule E** (*Policies and Standards*);

“**Portal**”, and the “**SHSS Service Provider Portal**” mean the primary mission critical application(s) utilized by the Province’s social sector ministries for delivering child protection and welfare services throughout the Province of British Columbia, as they may be replaced from time to time;

A “**Primary Professional**” is a delegated social worker who is most responsible for active management and support planning for a child or youth residing in a Care Setting and their family. In some cases, such as children and youth In-Care, the Primary Professional is likely their Guardianship Worker. In other cases, such as children and youth Not-in-Care and who are eligible for CYSN Disability Services, the Primary Professional is their CYSN worker;

“**Program Costs**” has the meaning given in **Schedule F** (*Fees and Payment Model*);

“**Province**” means the His Majesty the King, In Right of the Province of British Columbia;

“**Province Facilities**” means physical office space and other facilities owned, occupied, leased or otherwise under the control of the Province, or otherwise used or accessed to provide services to children/youth;

“**Province IT Infrastructure**” means the information technology and information management systems, including the Portal, or parts thereof, which are owned and operated by the Director, or by third parties on behalf of the Director, and which may include shared resources which are used by the Director to support and deliver other services;

“**Quality of Life**” is the extent to which a person feels comfortable and satisfied with the entirety of their life;

“**RCY**” means the Representative for Children and Youth appointed under the RCYA;

“**RCYA**” means the *Representative for Children and Youth Act* [SBC 2006] Chapter 29 (British Columbia);

“**Record**” means a record as defined in the Freedom of Information and Protection of Privacy Act that is made under the Child Family and Community Service Act and is in the custody or control of the Director;

“**Relationship Management Process**” has the meaning given to it in **Schedule G** (*Governance, Stewardship and Relationship*);

“**Relationship Principles**” has the meaning given to it in **Schedule G** (*Governance, Stewardship and Relationship*);

“**Resource Workers**” are delegates of the Director, with primary responsibility for developing and maintaining the SHSS Program on behalf of the Director, including monitoring services provided by the Service Provider at the Care Setting, and overseeing adherence to Policy and Standards;

“**Safety**” means children, youth and families being connected to community and culture, and experience spiritual, cultural, physical, emotional and mental safety; and the Child/Youth’s Voice is central to decision making and is meaningfully reflected In-Care/support planning;

“**Service Delivery Principles**” means the service delivery principles set out, as set forth in **Schedule B** (*Services*), as amended from time to time;

“**Service Provider**” has the meaning given to it at the beginning of this Agreement;

“**Service Provider Personnel**” means the Service Provider’s employees, including for greater certainty, SHSS Care Providers;

“**Service Provider Personnel Claim**” means any third party claim (i) for salary, wages, benefits, termination or severance costs, or other compensation related to their employment or other engagement by the Service Provider, including in respect of the matters described in section 6.2; and/or (ii) for any fines, penalties and interest for or by reason of, or in any way arising out of, the Service Provider’s failure to deduct, withhold or contribute any amount in respect of withholdings, source deductions, premiums, contributions, Taxes or payments for which the Service Provider is responsible in respect of Service Provider Personnel;

“**Service Provider Records**” means all accounting and administrative (including human resources) records, books of account, invoices, receipts or vouchers produced or received by the Service Provider or any Subcontractor pertaining to the Services as a result of this Agreement;

“**Services**” has the meaning given in section 3.1;

“**Service Types**” refers to the four services under the SHSS Program: Specialized Long-Term Care, Emergency Care, Low-Barrier Short-Term Stabilization and Respite Care;

“**Services Worker**” means an individual involved in providing the Services for or on behalf of the Service Provider and, for greater certainty, may include the Service Provider or a Subcontractor of an individual, or an employee or volunteer of the Service Provider or of a Subcontractor;

“**SHSS Care Circle**” means a group of trusted people who have knowledge of a child/youth and their strengths and needs;

“**SHSS Care Provider**” means those of the Service Provider Personnel that are providing direct care to the children/youth receiving the Services;

“**SHSS Program**” means, collectively, the MCFD program named the Specialized Homes and Support Services program, which includes the services provided under each of the Service Types, as it may be renamed and restructured from time to time;

“**SHSS Service Provider Portal**” has the same meaning as the defined term “**Portal**” (see above);

“**SHSS Service Plan**” has the meaning given in **Schedule B (Services)**;

“**Strategies**” are measurable and provide actionable steps developed by the Service Provider and the SHSS Care Circle to meet the Goals of the child/youth. They are aligned with the child’s/youth’s needs and interests and evaluated and updated with the SHSS Care Circle quarterly or as needed;

“**Subcontract**” has the meaning given in section 7.3;

“**Subcontractor**” means any contractor retained by the Service Provider, and any person employed or retained by any such contractor, to provide any of the Services or perform any obligations on behalf of the Service Provider pursuant to this Agreement, including, for greater certainty, independent contractors;

“**Supplemental Supports**” include services such as clinical therapies and interventions of a wide variety, cultural connections and activities, and peer supports, and are provided by a range of professionals;

“**Taxes**” means any and all taxes, fees, levies, or other assessments, including federal, provincial, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), Withholding Taxes, social security, occupation, use, services, value added (and for greater clarification, including GST and PST),

license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs, duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group;

“**Term**” means the term of this Agreement described in subsection 1.2(a) of this Agreement as may be extended; provided that if any Exit Period extends beyond the expiry of the Term, the Term will be deemed to also include the Exit Period;

“**Terminated Services**” means (i) if this Agreement has expired or has been terminated, all Services provided under this Agreement on the effective date of termination or expiry; or (ii) at any other time during the Term, any Services that the Director has notified the Service Provider in writing that they no longer wish the Service Provider to provide;

“**Third Party Materials**” means any assets and technologies (including hardware, Software and other materials) in which neither the Director nor the Service Provider owns all rights, title and interest;

“**Third Party Provider**” means the third-party owner or licensor of any Third Party Materials;

“**Tolerance**” has the meaning given in **Schedule C** (*Outcomes Architecture and Performance Management*);

“**Transition-In Services**” has the meaning given in **Schedule K** (*Transition-In Services*);

“**Transition Services**” has the meaning given in section 20.1;

“**Trauma-informed**” means integrating an understanding of trauma into all levels of care, system engagement, workforce development, agency policy and interagency work;

“**Variable Amount**” are pre-authorized, One-Time-Only Costs required to operate the facility and provide the Services within this contract. Authorization for these costs is obtained through the processes described in **Schedule E** (*Policies and Standards*);

“**Withholding Taxes**” has the meaning given in section 9.10;

“**Work Product**” means all items and materials (including reports, documents, plans, presentations, and data) which are prepared or created, or contributed to, by or on behalf of the Service Provider or a Subcontractor in the performance of the Services (whether or not specifically provided for in this Agreement or any Schedule thereof), including, to the extent of the Service Provider’s contribution, the SHSS Service Plan, the Care Plan, and any other plans and planning materials referred to in this Agreement or any Schedule, but excludes the Service Provider Records;

“**Workers Compensation Act**” means the *Workers Compensation Act*, R.S.B.C. 1996, c. 49; and

“**YCJA**” and “**Youth Criminal Justice Act**” means the *Youth Criminal Justice Act*, S.C. 2002, c. 1.

SCHEDULE B – SERVICES

1. Overview

1.1 The “**Emergency Care Services**” or “**EC Services**” provides a short-term placement of up to 30 days for children and youth who cannot live safely with their family or other Out-of-Care arrangement at the relevant time, have been removed from their home by the Director or for whom an existing placement has broken down, and for whom no other appropriate care arrangement is readily available. The EC Services are intended to be used in situations where a child/youth has an emergent need for a safe place or a “safe landing place” is urgently required, but is not known to require stabilization and a less intrusive option is not available. The EC Services:

- (a) contribute to successful transition planning for the child/youth, by:
 - (i) providing a concentrated period of time to develop a deeper understanding of the child/youth’s and family’s unique needs and circumstances, gather the SHSS Care Circle to further seek out and assess extended family/community care provider options, or “right-fit” placements, and to support a successful transition to an alternative Service Type, or to new care providers (with priority being placed on returning the child/youth to their family or to another family member); and
 - (ii) supporting Resource Workers in facilitating appropriate information and assessments to support planning and transition for the child/youth;
- (b) provide an environment that supports the child/youth’s health, wellness, culture, and recovery (including help with their ongoing experiences with trauma and unknown other needs while a longer-term return, arrangement or placement can be arranged), and that of their family;
- (c) provide access to coordination of community supports and access to resources for clinical intervention, consultation and clinical oversight;
- (d) may be used before CYMH supports and CYSN involvement;
- (e) do not include the performance of functional assessments or internal clinical staff; and
- (f) are not intended to be used as an entry point for all children/youth coming into the Director’s care, or sequentially before accessing other Service Types.

1.2 The purpose of this Schedule is to describe the Emergency Care Services and set out the terms and conditions applicable to the Service Provider’s performance of those Services, including:

- (a) the EC Service Capacity and Care Setting, as set out in section 2;
- (b) the service delivery principles set out in section 3;
- (c) a description of the EC Services lifecycle, from admission through discharge, and the Service Provider’s roles and responsibilities throughout that lifecycle, as set out in section 4;
- (d) the key service requirements applicable to the EC Services, as set out in section 5;
- (e) an overview of the Intended Outcomes that the Service Provider is required to achieve, and the system-wide outcomes that the service providers performing the EC Services are expected to achieve, in relation to the EC Services, as set out in section 6;

- (f) the key requirements applicable to the Care Setting, as set out in section 7; and
- (g) the Service Provider’s obligations with respect to developing and executing a Continuous Improvement Plan, as set out in section 8.

2. EC Service Capacity and Care Setting

2.1 Service Capacity

The Service Provider will make available sufficient physical space and capacity (including living space, overnight accommodations, staffing and other resources) and to provide the EC Services for up to the following number of children and youth at the Care Setting:

Authorized Number of Children/Youth	[Insert Number of Children/Youth]
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2.2 Service Duration

The EC Services provide a short-term placement to children in care for a period of up to 30 days, unless the extraordinary health, education or behavioural needs of the child/youth warrant an extended placement or an extension is otherwise warranted to support the successful transition of a child/youth back home or to a long-term placement or arrangement, in each case as determined by the Director in their sole discretion. Length of stay and placement decisions remain the sole discretion of the Director, in accordance with the Policies and Standards.

2.3 Care Setting

The Service Provider will perform the EC Services at the following Care Setting:

Care Setting	[Insert Care Setting Address]
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The Service Provider will not perform the EC Services from any location or premises other than the above-stated Care Setting without the Director’s prior written approval.

3. Service Delivery Principles

The Service Provider will perform the EC Services in accordance with the following provisions, principles and policies:

- 3.1 the service delivery principles set out in section 3 of the CFCSA;
- 3.2 the Child/Youth’s Voice is heard and considered in decisions affecting them and that no discrimination or retribution occurs as a result of advocacy on behalf of a child/youth, their family and community;
- 3.3 the Best Interests of the Child (section 4 of the CFCSA) and the Best Interests of the Indigenous Child (section 10 of *An Act respecting First Nations, Inuit and Métis children, youth and families* (the “**Federal Act**”));
- 3.4 the placement priorities set out in section 71 of the CFCSA and section 16 of the Federal Act and ongoing assessment of placement;

- 3.5 culturally responsive, in alignment with the Aboriginal Policy and Practice Framework, which is included in the Policies and Standards;
- 3.6 Trauma-informed, in alignment with the document entitled *Healing Families, Helping Systems: A Trauma-Informed Practice Guide for Working with Children, Youth and Families*, as set out in the Policies and Standards;
- 3.7 strengths-based, concentrating on the inherent strengths of children, youth, families, and communities;
- 3.8 developmentally appropriate, varying with and adapting to the age, experience, interests, and abilities of individual children as set out in the Policies and Standards;
- 3.9 harm reduction-focused, aiming to minimize the negative health, social and legal impacts associated with health behaviours by working with people without judgement, coercion, discrimination or requiring that they extinguish the problematic health behaviours completely as a precondition of support;
- 3.10 the rights of children in care set out in section 70 of the CFCSA; an Indigenous child's inherent right to culture, language, and tradition under the Federal Act;
- 3.11 2SLGBTQ+ inclusive and gender affirming;
- 3.12 within the framework provided by the *Human Rights Code* (British Columbia) and the *Multiculturalism Act* (British Columbia) in the delivery of EC Services;
- 3.13 incorporating cultural competency principles and practices in the delivery of the EC Services to the children, youth and families, and Indigenous cultural competencies are applied when providing the EC Services to Indigenous children, youth and families; and
- 3.14 ensuring that children and youth have independence from the Service Provider's religious beliefs and affiliations.

4. EC Services Lifecycle

4.1 Placement

- (a) The Service Provider will receive referrals from the Director and their delegates, including Indigenous Child and Family Service Agencies, for the placement of children and youth into the EC Services. The Service Provider must ensure that it has Service Provider Personnel available to receive EC Services referrals and placements on a 24/7 basis and on short notice (including as little as 1 hour or less).
- (b) The Service Provider will accept all children and youth referred to it by the Director or their delegates into its care unless the Service Provider does not have vacancy at the Care Setting to accommodate the referred child or youth. The Service Provider will not place any child or youth who has not been referred to it by the Director or their delegates into the EC Services.
- (c) Upon acceptance of a referral for a child or youth, the Director will provide the Service Provider with referral information on the child or youth in advance of their placement in the Care Setting.
- (d) The Service Provider will participate in, and make all necessary arrangements for, the child/youth's placement at the Care Setting and receipt of the EC Services, which will include the following:

- (i) welcoming the child/youth to a safe environment, and ensuring they are informed and involved in all processes that affect them (e.g. include the child/youth in identifying their own Goals for permanency and outlining their needs);
- (ii) supporting children/youth being brought into the Care Setting at any hour of the day and any day of the week;
- (iii) supporting the Primary Professional in facilitating meeting with the child/youth's care team within 48 hours after admission; and
- (iv) develop and implement a SHSS Service Plan in accordance with section 4.2 that is distinct from, but aligned with, the child/youth's Care Plan and other relevant planning, incorporates the Child/Youth's Voice and is built around their strengths.

4.2 Planning for Children and Youth Placed in the Care Setting

The Service Provider must perform various obligations in respect of plans and planning materials (including a SHSS Service Plan) for each child and youth placed in the Care Setting, as further set out in this section and in the Policies and Standards. Among other things, the Service Provider must develop and maintain planning materials (including a SHSS Service Plan) that are aligned to the needs of the child/youth.

(a) Core Service Planning Principles

The Service Provider will, in developing and maintaining plans for children/youth in the Care Setting:

- (i) Integrate, and align with, information from other plans (e.g. Care Plan, My Support Plan (where available));
- (ii) Partner and collaborate with the child/youth's Primary Professional and SHSS Care Circle to develop planning materials and continually adjust approaches to provide effective care;
- (iii) Share accountability for the planning materials between the Service Provider, the child/youth's Primary Professional and SHSS Care Circle; and
- (iv) Incorporate assessments and Interventions that are:
 - A. appropriately aligned to the child/youth's needs;
 - B. aligned with evidence-informed clinical and therapeutic treatment modalities; and
 - C. culturally safe, Trauma-informed, gender affirming and inclusive of Indigenous-wise practice.

(b) SHSS Service Plan

- (i) The "**SHSS Service Plan**" is a technology-enabled plan designed to guide the EC Services delivery and ensure the child/youth has one SHSS plan by integrating the child/youth's existing plans (e.g. My Support Plan, CYMH Plan, Care Plan, etc.). The SHSS Service Plan is created and maintained on Province IT Infrastructure and may

be accessed by the Service Provider and others as may be approved by the Director. The SHSS Service Plan is developed once the child/youth has been placed into the Care Setting.

- (ii) Each SHSS Service Plan will include, at minimum, the following:
 - A. elements of the child/youth's existing plans, including their Care Plan and My Support Plan, that are applicable or relevant to the delivery of the EC Services;
 - B. information about the child/youth's gifts, strengths, likes, dislikes, medications, preferred way to interact with people, existing supports and services;
 - C. information about the child/youth's SHSS Care Circle, including members and roles, as directed by the Primary Professional;
 - D. measurable Goals for each Goal Domain that are aligned with the overall outcomes outlined by the child/youth's existing plans;
 - E. the Strategies required to address the child's/youth's identified needs and Goals, and the activities the child/youth will participate in as part of those Strategies and Goals;
 - F. a **"Daily Log"** that the Service Provider will update on a daily basis with the following information:
 - I. the activities that are completed with the child/youth each day, including notes capturing the day-to-day care of the child/youth; and
 - II. details of the child/youth's progress generally, as well as notes/progress towards their Goals across the Goal Domains, including to assist with:
 - a. local planning for service providers; and
 - b. supporting hand-off between service providers and transition between shifts (e.g. how was the child/youth this shift?); and
 - G. Goals and Strategies associated with the child/youth's transition out of the EC Services.
- (iii) The Service Provider's roles and responsibilities in relation to the SHSS Service Plan are as follows:
 - A. The Service Provider will collaborate with the Primary Professional and the SHSS Care Circle in the development of an SHSS Service Plan for each child/youth placed in the Care Setting, in accordance with the Policies and Standards.
 - B. The Service Provider will, as required to achieve the Intended Outcomes:

- I. implement the SHSS Service Plan as part of its delivery of the EC Services;
- II. periodically review each SHSS Service Plan, and update each SHSS Service Plan with the child/youth and other relevant parties;
- III. if directed by the Primary Professional, assist in periodically convening the SHSS Care Circle to review, evaluate and update the SHSS Service Plan and discuss the child/youth's needs and service planning; and
- IV. measure and report to the Director on the achievement of the Goals and other elements of the SHSS Service Plan,

all in accordance with the Policies and Standards.

- (iv) For greater certainty, all aspects of the SHSS Service Plan (including the contents thereof and the Service Provider's roles and responsibilities in relation thereto) are subject to the Policies and Standards, as applicable.

(c) **Care Plan**

The Service Provider will:

- (i) when requested by the Director, participate in the development and/or updating of the Care Plan for each child/youth placed in the Care Setting; and
- (ii) review the Care Plan as directed by the Primary Professional.

(d) **My Support Plan**

A child/youth accessing MCFD CYSN services at a Family Connections Centre and/or through Disability Services may have a My Support Plan associated with those services. The My Support Plan is distinct from, but aligned with, the child/youth's SHSS Service Plan and Care Plan and is driven by the child/youth and built around their strengths. If the child/youth has an existing My Support Plan, the Service Provider will implement this plan while the child/youth is in the Care Setting.

4.3 EC Services for Children/Youth in the Care Setting

Following the placement process described in section 4.1, the Service Provider will assume responsibility for the care and wellbeing of each child/youth placed in the Care Setting. Without limiting the Service Provider's overall responsibilities, the Service Provider will provide the following services in accordance with the Policies and Standards:

(a) **Collaboration with the Director, SHSS Care Circle and Community**

The Service Provider will collaborate with the Director, their delegates, the child/youth's SHSS Care Circle and community supports to support the child/youth, including as follows:

- (i) actively work to understand the child/youth and their day-to-day needs, providing on going and updated information to help the child's/youth's SHSS Care Circle identify a 'right-fit' placement;

- (ii) implement Strategies and ensure continued alignment of the child/youth's SHSS Service Plan with their Care Plan, My Support Plan and other relevant planning based on their evolving needs, strengths, wishes and Goals;
- (iii) cooperate with the parents/Guardians, caregivers and/or Out-of-Care providers of the child/youth and their SHSS Care Circle, when specified in the SHSS Service Plan, Care Plan, or other relevant plans for the child/youth or as permitted or instructed by the Director; and
- (iv) work with community professionals, paraprofessionals and community members to identify Goals across the Goal Domains and enable Strategies that will support the child/youth's successful transition to their next placement.

(b) **Convening the SHSS Care Circle**

- (i) Convening the SHSS Care Circle refers to the act of bringing together the SHSS Care Circle with individuals to inform and coordinate planning for the child/youth. The SHSS Care Circle may be convened in person, by phone or virtually, but must be convened in a way that provides maximum safety for the child/youth and other participants to speak their truth, voice concerns and support planning.
- (ii) The Primary Professional will convene the SHSS Care Circle in respect of the EC Services, due to the short duration of the EC Services and that there is likely limited information available about the child/youth. However, the Service Provider may be directed by the Primary Professional to assist in convening the SHSS Care Circle in accordance with the requirements outlined in the Policies and Standards and as needed to achieve the Intended Outcomes.
- (iii) The Service Provider will support the Primary Professional in facilitating meeting with the child/youth's SHSS Care Circle within 48 hours after admission.
- (iv) Taking into account that children/youth for whom information about their needs is not immediately available may initially have limited membership in their SHSS Care Circle, a SHSS Care Circle must, unless there are circumstances where inclusion may not be in the child/youth's best interest (as may be determined by the Director in their sole discretion) or is not applicable due to their legal status:

A. include:

- I. the child/youth;
- II. the child/youth's Guardian;
- III. the child/youth's parent (may be the same as Guardian);
- IV. the child/youth's caregiver or Out-of-Care provider;
- V. the child/youth's Primary Professional (may be the same as Guardian);
- VI. one or more of the SHSS Care Providers; and

- VII. those persons with legislated accountabilities (e.g. Youth Probation Officers, Indigenous Community Representatives); and
- B. as more information about the child/youth is known, the SHSS Care Circle may grow to consider the inclusion of:
 - I. adults (or young adults) as requested by the child/youth (this provides for possible inclusion of siblings or others who may be supportive of the young person);
 - II. adults as requested by the Guardian;
 - III. key professionals who have in-depth knowledge of the child/youth (e.g., behavioural support worker); and
 - IV. individuals to support cultural connections.
- (v) When assisting in convening a SHSS Care Circle, the Service Provider will help ensure that each such meeting includes at least 4 adults (where 2 of these adults are not Service Provider Personnel) described in section 4.3(b)(iv)(A) or section 4.3(b)(iv)(B) above, as applicable.

(c) **Support for everyday living**

The Service Provider will support the child/youth's everyday living, including in the following areas:

- (i) **Life skills** – support the child/youth to strengthen existing skills and to develop new skills to care for themselves. Where appropriate, the Service Provider will involve children/youth in life-skill activities that include: shopping, budgeting, meal preparation, household chores, use of public transportation, and work experience appropriate to their age and developmental level.
- (ii) **Personal care** – provide individualized services to each child/youth that:
 - A. promote the child/youth's day to day hygiene care;
 - B. ensure that all emergent medical and dental needs are appropriately addressed as required;
 - C. provide healthy, nutritious meals and snacks in accordance with traditional diet and/or Health Canada's "Canada Dietary Guidelines" or the professional advice of a child/youth's dietary experts and any familial or religious requirements (e.g. vegetarian, vegan, halal, etc.); and
 - D. administer and maintain a log of medications, monitor and report side effects, and proactively seek medical oversight/consultation for suspected medication issues.
- (iii) **Connection to community, family, culture, recreation** – with respect to each child/youth:
 - A. provide recreational, community and culturally appropriate activities;

- B. facilitate regular punctual attendance (including transportation) at school, in day programs, at family visits, at intervention appointments and/or recreational activities, as per child/youth's SHSS Service Plan and Care Plan;
- C. develop and maintain good relationships with the neighbourhood and community in which the Care Setting is located;
- D. facilitate involvement in culture and community in support of an Indigenous child/youth's inherent right to culture, language and tradition;
- E. facilitate involvement in rituals/practices of the child/youth's culture and/or religion;
- F. provide the child/youth with traditional or culturally significant foods, as appropriate;
- G. facilitate contact with appropriate religious and/or cultural community members;
- H. provide opportunities/activities that encourage positive peer interaction;
- I. provide the child/youth with access to personal electronic devices, to support their education, recreation and social development, and access to their medical or other support services; and
- J. facilitate appropriate contact with family members identified by the Director.

(iv) **Safety** – ensure the physical and psychological safety of children/youth by:

- A. actively searching for children/youth who have not returned to the Care Setting when expected and/or are involved in high-risk activities per the Policies and Standards;
- B. providing crisis intervention and support children/youth at all hours, both inside and outside of the Care Setting;
- C. ensuring the child/youth is informed of the program structure, the Care Setting rules and complaints process;
- D. ensuring the child/youth is informed of their rights under section 70 of the CFCSA and under Policies and Standards; and
- E. ensuring the safety of all children and youth at the Care Setting, including take all reasonable steps to mitigate any risks that may arise from incomplete information being available on their medical, physical, emotional, mental, behavioural, spiritual and other needs.

(d) **Supplemental Supports**

Where required to meet the existing, emerging and/or ongoing needs of a child/youth, the Service Provider will identify, facilitate, arrange and/or provide Supplemental Supports, in accordance with the Policies and Standards. For some children/youth, Supplemental Supports may already be in place through prior care/support planning, in which case the Service

Provider will facilitate the ongoing provision of those Supplemental Supports for the child/youth. In other circumstances, Supplemental Supports may need to be put in place based on the emerging and ongoing needs of the child/youth, their family and their caregivers and/or Out-of-Care providers, in which case the Service Provider will, in collaboration with the Primary Professional and the Resource Worker:

- (i) be responsible for identifying the needs of children/youth in the Care Setting on an ongoing basis; and
- (ii) assist with or arrange the provision of those Supplemental Supports that are available through a publicly-funded service; or
- (iii) if any Supplemental Supports cannot be accessed through a publicly-funded service, seek the Director's approval to directly sub-contract for the Supplemental Support. This approval process is service specific, time-bound, and intended to support an identified specific need of a child/youth. An individual request for each Supplemental Support will be completed through the process outlined in the applicable Policies and Standards.

(e) **Clinical Consultation**

- (i) In this Agreement, "**Clinical Consultation**" means the provision of advice by clinical professionals (as that term is further defined in the Policies and Standards) to Service Provider Personnel in an interactive and case-specific manner to enable Service Provider Personnel and clinical professionals to meet the specific needs or plans of a child/youth residing at the Care Setting and ensure effective approaches to their care (for example, carrying out a therapeutic plan created by a clinical professional or responding to a change in a child/youth's situation). Examples of the types of needs for which the Service Provider Personnel may require Clinical Consultation include children/youth's experiencing mental health and/or substance use issues, physical health issues, developmental disabilities and dual diagnoses, neurological disorders, complex trauma, and severe behavioural issues.
- (ii) The Service Provider will:
 - A. engage clinical professionals (including at the direction of the Director) to provide Clinical Consultations to identify the children/youth's needs and establish effective Strategies for care, following the processes outlined in **Schedule F (Fees and Payment Model)** and the Policies and Standards;
 - B. secure access to Clinical Consultations (including at the direction of the Director) with appropriate clinical service provider(s) and establish clear approaches for seeking and receiving consultation;
 - C. ensure Clinical Consultation is:
 - I. readily available and accessible for the Service Provider Personnel;
 - II. responsive and timely (i.e. within 24 hours of the request for consultation);
 - III. offered virtually and/or in-person; and

- IV. specific to the clinical need(s) of the child/youth;
- D. ensure that clinical professionals providing Clinical Consultation:
 - I. perform their duties in a professional manner consistent with the best practices, standard of care and standards in the clinical area in which they are engaged to advise and in alignment with the Ministry principles and requirements;
 - II. are high quality and effective, as further defined in the Policies and Standards;
 - III. support and enhance the work of Service Provider Personnel by providing expert clinical advice and support that is reflective of, and meet the needs and preferred approaches of the child/youth (as described in the child/youth's SHSS Service Plan, Care Plan, or other relevant plans and by their SHSS Care Circle);
 - IV. have the experience, skill, training and education, including as set out in the Policies and Standards, necessary to provide relevant advice in respect of the specific clinical need(s) of the applicable child/youth; and
 - V. support the Service Provider Personnel with the tools and skills needed to mitigate direct and vicarious trauma experienced from, and associated with, their care for a child/youth; and
- E. adhere to the Policies and Standards.

4.4 Transition and Discharge

- (a) In order to support a child/youth for their transition out of the EC Services, the Service Provider will:
 - (i) actively involve the child/youth in their transition planning, identifying their needs in the process;
 - (ii) actively develop information on the child/youth's needs, interests and goals to assist the Director and the child/youth's parents/Guardians, caregivers, Out-of-Care providers and/or other service providers in the SHSS Program in creating the best possible living arrangement/placement that fits the child's needs;
 - (iii) in accordance with the Policies and Standards, develop transition materials and resources (in both electronic format and physical format, as may be requested) and provide those materials and resources to the Primary Professional and SHSS Care Circle. Transition materials and resources support those assisting in the child/youth's transition and the child/youth's parents/Guardians, caregivers, Out-of-Care providers and/or other service providers in the SHSS Program with information on how to best support them, and build on the information and learning gathered through the child/youth's time at the Care Setting; and

- (iv) facilitate transition planning by working with parents/Guardians, caregivers, Out-of-Care providers and/or other service providers in the SHSS Program, and the child/youth's SHSS Care Circle and Indigenous community, where appropriate.
- (b) The Service Provider will obtain pre-approval of the Resource Worker prior to any change in child/youth's living circumstance including planned discharge, emergency short term change of placement, permanent or extended relief.

5. Key Service Requirements

5.1 The Service Provider will perform the EC Services in a manner that meets the following requirements:

- (a) the Service Provider will provide a Care Setting that:
 - (i) can welcome children/youth into the Care Setting at any hour and any day of the week and on short notice (including as little as 1 hour or less);
 - (ii) accommodates the medical, physical and developmental needs of the children/youth being cared for and enables their effective care and comfort; and
 - (iii) provides physical space for child/youth's family and SHSS Care Circle to visit at the Care Setting and include secondary virtual options to bridge physical access issues;
- (b) the Service Provider will provide the following key benefits to children and youth in the Care Setting:
 - (i) a safe, structured, predictable and supportive living environment that:
 - A. accommodates children/youth with needs of varying complexity and provides 24 hour individualized care and support;
 - B. ensures that every child/youth receives timely, appropriate and effective care that respects and promotes their independence, self-determination, health and safety and growth (which includes cognitive, emotional, physical and cultural growth); and
 - C. supports the child/youth's development and medical, physical and developmental needs;
 - (ii) ongoing placement stability with consistent SHSS Care Providers who promote attachment, emotional ties and belonging to family, extended family, community and culture, including by encouraging and safely facilitating appropriate contact with family, extended family and community members;
 - (iii) ensures safeguards are in place to protect all children/youth at the Care Setting, including measures to mitigate any lack of information being available on the needs of children/youth entering the Care Setting;
 - (iv) an environment that is supported by highly skilled staff and a supervisory team who have access to clinical experts and Interventions that meet the complex and unique needs of any child/youth placed with the Service Provider;

- (v) a safe landing place during a challenging time for a child/youth and family that minimizes the negative impacts of coming Into Care or the sudden breakdown in their current placement;
 - (vi) time and space to understand the child/youth's and family's needs and convene the child/youth's SHSS Care Circle;
 - (vii) support current and future living arrangement stability and overall child/youth well-being by facilitating assessments, planning and coordination of community supports;
 - (viii) support the development of appropriate and supportive placements that meet the child/youth's needs if reunification or Out-of-Care options are not possible at such time; including the collection of information about the day-to-day needs of the child/youth that can inform transition planning;
 - (ix) an emergency stop gap that avoids placing a child/youth in an inappropriate environment before the "best-fit" placement can be arranged;
 - (x) access to cultural events and ceremonies in a child/youth's home communities;
 - (xi) an active connection with the child/youth's cultural background to the extent the individual child/youth may desire, in which SHSS Care Providers will look to the Child/Youth's Voice to understand if they are meaningfully expanding their connections; and
 - (xii) a safe, respectful and affirming (including gender affirming) environment for 2SLGBTQ+ children and youth, children and youth who identify as Indigenous and children and youth of colour; and
- (c) acknowledges Indigenous traditional geographic territories.
- 5.2 The Service Provider will maintain and safely operate for the benefit of children/youth and others in the Care Setting, a motor vehicle that is suitable for the Service Provider's performance of the EC Services, in accordance with the Policies and Standards.
- 5.3 The Service Provider must develop and maintain complaints and administrative review processes in respect of the EC Services that:
- (a) adhere to the complaints resolution and administrative review process set out in the Policies and Standards; and
 - (b) incorporate the principles of administrative fairness, transparency and non-retribution, including by ensuring that complaints will not result in retaliation or barriers to the child/youth receiving timely, appropriate and effective care.

6. Intended Outcomes and System-Wide Outcomes

- 6.1 Through delivery of the Services, the Service Provider will, achieve the Intended Outcomes and Indicators set out below and further described in **Schedule C** (*Outcomes Architecture and Performance Management*):
- (a) **Intended Outcome #1:** Child/youth moves to a "right-fit" living arrangement or placement.

- (i) Indicator: Decreased placement breakdown or unplanned moves post-Emergency Care Services placement
 - (b) **Intended Outcome #2:** Child/youth experience safety and improved wellbeing.
 - (i) Indicator: Improved experience of day-to-day wellbeing for child/youth
 - (c) **Intended Outcome #3:** A child's or youth's attachment and emotional ties to family and other supportive relationships is improved.
 - (i) Indicator: Family, sibling, community and other meaningful contacts are facilitated and supported during the child/youth's stay as per their plan (increase to positive relationships)
 - (ii) Indicator: Movement from Emergency Care Services placement to Out-of-Care arrangement or return to family
- 6.2 The Director will use the Service Provider's performance against the Performance Standards, which are linked to the above Indicators and Intended Outcomes, to measure the quality of service provided by the Service Provider. The Director or their delegates may visit the Care Setting to observe the performance of the EC Services and/or check-in on the welfare of any child/youth in the Care Setting, including where the Service Provider fails to meet or exceed the Tolerance for any Performance Standard in accordance with **Schedule C** (*Outcomes Architecture and Performance Management*).
- 6.3 The Director expects that service providers' performance of the EC Services will:
- (a) reduce specialized long-term care placements (increase Out-of-Care arrangements); and
 - (b) result in an increase in Out-of-Care arrangements for children/youth who cannot live safely with their parents,
- (together, the "**System-Wide Outcomes**"). Achievement of these System-Wide Outcomes will be monitored and assessed by the Ministry through, respectively:
- (c) alignment in the use of specialized long-term care with prevalence of children/youth with significant support needs; and
 - (d) an increase in the number of children/youth who move from placement in the EC Services to Out-of-Care arrangements vs. remaining In Care.

7. Care Setting Key Requirements

- 7.1 The Service Provider will ensure that the Care Setting meets the requirements set out in the Policies and Standards.
- 7.2 The Service Provider will:
- (a) ensure that the Care Setting meets the accessibility standards set out in the Policies and Standards;
 - (b) in providing the EC Services to children/youth at the Care Setting, ensure accessibility for children/youth residing in the Care Setting; and

- (c) work with child/youth-specific equipment such as equipment augmenting inclusion and transportation supports in order to ensure their safety, recreation, and socialization in and out of the Care Setting.

8. Continuous Improvement Plan (CIP)

- 8.1 The “**Continuous Improvement Plan**” or “**CIP**” is intended to outline the Service Provider’s goals, plans and approaches to continuously improve EC Services delivery. The CIP includes the Service Provider’s overall vision and mission for the EC Services performed at the Care Setting with corresponding performance goals and strategies.
- 8.2 The Service Provider will complete the CIP within 3 months of the Effective Date and provide the Director with an updated CIP annually by March 31st of each year thereafter. The Service Provider will use the Continuous Improvement Plan template set out in the Policies and Standards.
- 8.3 The Continuous Improvement Plan must include a comprehensive description of each of the following elements:
 - (a) Vision and Mission Statement;
 - (b) Training Plan for Service Provider Personnel;
 - (c) Professional Development of Service Provider Personnel;
 - (d) Community Connection and Relationships;
 - (e) Staff Retention and Recruitment;
 - (f) Cultural Safety; and
 - (g) Identified Areas of Improvement.
- 8.4 The Director will review the CIP and, at the Director’s request, the Parties will meet to discuss the CIP and, if necessary, incorporate any proposed changes into the CIP, following the principles set out in **Schedule G (Governance, Stewardship and Relationship)**. The Service Provider will then incorporate the agreed upon changes to the CIP and provide a copy of the final version to the Director.
- 8.5 The Service Provider will track its progress against the initiatives set out in the CIP and will report such progress to the Director every 6 months during the Term, on or before September 30 and March 31st of each year.
- 8.6 The Director may review the CIP as part of the annual review process.
- 8.7 Issues with respect to the CIP will be addressed through the principles set out in **Schedule G (Governance, Stewardship and Relationship)**.

SCHEDULE C- OUTCOMES ARCHITECTURE AND PERFORMANCE MANAGEMENT

1. Overview

1.1 The purpose of this Schedule is to outline and describe:

- (a) the Outcomes Architecture, depicted in **Appendix C1**, which sets out the relationship between the Intended Outcomes and Indicators;
- (b) the Intended Outcomes and Indicators that the Director and Service Provider will work toward achieving in connection with the EC Services;
- (c) the Performance Standards that the Service Provider is responsible for achieving and which will be used in part to measure the achievement of the Intended Outcomes and Indicators; and
- (d) the calculation and key data elements of the Performance Standards.

2. Outcomes Architecture

2.1 This Schedule sets out the Indicators and Performance Standards that will guide and inform the overall performance of the EC Services and the achievement of the Intended Outcomes for the EC Services ("**Outcomes Architecture**").

2.2 The "**Intended Outcomes**" express the outcomes the Director intends to achieve in respect of the children/youth in the Care Setting, leveraging the expertise of the Service Provider in close collaboration with the Director.

2.3 The parties acknowledge and agree that the Outcomes Architecture may evolve and transform over the Term to meet the needs and requirements of the children/ youth in care, with such changes being effected as Mandatory Amendments in accordance with **Schedule H (Agreement and Services Amendment Processes)**.

3. Performance Management Program

3.1 The Performance Standards constitute a results-based performance management program that will be managed in accordance with this Schedule and through the governance structure set out in **Schedule G (Governance, Stewardship and Relationship)** and focused on the achievement of the Intended Outcomes.

3.2 The Performance Standards will become effective when the Service Provider begins performing the EC Services.

3.3 The parties acknowledge and agree that the Indicators and Performance Standards may evolve and transform over the course of the Term to meet the needs and align with the responsibilities of the parties. Any proposed changes will be effected as Mandatory Amendments in accordance with **Schedule H (Agreement and Services Amendment Processes)**.

3.4 The parties are committed to achieving the Intended Outcomes in connection with the performance of the EC Services. The Service Provider acknowledges and agrees that the Performance

Standards, will be used to measure the achievement of the Intended Outcomes. With respect to each Performance Standard described in **Appendix C2**:

- (a) the “**Target**” sets out the target level of performance or quality that the Service Provider must meet or exceed in relation to the Performance Standard;
- (b) the “**Tolerance**” is the lowest acceptable level of performance or quality in respect of the Performance Standard. The Tolerance is also used as the threshold for Performance Standard Failures in relation to Performance Standards, as outlined in section 5 of this Schedule;
- (c) the relevant party set out in the “**How Data is Collected**” row of a Performance Standard is responsible for collecting and processing the relevant data necessary for calculating the Performance Standard;
- (d) where applicable in the context of a Performance Standard, the results of the calculation of the Performance Standard will be rounded to two (2) decimal points and will not be rounded to the nearest whole number (for example, a calculation resulting in a score of 77.475 will be rounded to 77.48 for determining the extent to which a Performance Standard has been achieved); and
- (e) the Service Provider will not be responsible for reporting data for any child/youth that is experiencing an Interruption of Care. In this Schedule, “**Interruption of Care**” means a temporary change of location, away from the Care Setting, as determined by the Director (such as going to the hospital or being absent with an unknown location).

3.5 With respect to Performance Standards that measure a child/youth’s response to structured questions, the Service Provider may record responses provided directly by a child or on their behalf. For example, the Service Provider may record the child/youth’s response by:

- (a) asking the question(s) verbally and recording the child/youth’s verbal responses;
- (b) requesting the child/youth to read and respond to the question(s) in writing; and/or
- (c) conveying the question to the child/youth in a developmentally appropriate manner (whether verbally, in writing or otherwise) and recording the child/youth’s response through the interviewer/rater’s interpretation of hand gestures, picture communication symbols or alternative modes of communication.

3.6 For each Performance Standard, the Director will review the Service Provider’s performance against the Performance Standards based on either the Reporting Frequency or the Calculation Frequency for each such Performance Standard. The Director gathers performance data in respect to the Performance Standards from the Data Source indicated for the Performance Standard and will conduct the Calculation to review the progress and attainment (i.e. whether the Service Provider has met or exceeded the Target or Tolerance) of each with the Service Provider.

3.7 Targets and Tolerances will carry forward year over year unless specified otherwise or changed as a Mandatory Amendment in accordance with **Schedule H** (*Agreement and Services Amendment Processes*).

4. Performance Standard Reviews

- 4.1 At least once annually at such time as directed by the Director, the parties will meet to review:
- (a) the Performance Standards, including the performance against such Performance Standards; and
 - (b) any management and operational issues relating to the Performance Standards and related standards.
- 4.2 As a result of each annual review, the Director may add, delete or modify the Performance Standards as a Mandatory Amendment in accordance with **Schedule H (Agreement and Services Amendment Processes)** with the aim of establishing Performance Standards that reflect Targets based on the best outcome for the child or youth.
- 4.3 All additions, deletions, or modifications to the Performance Standards will be implemented as Mandatory Amendments in accordance with **Schedule H (Agreement and Services Amendment Processes)**.

5. Chronic or Severe Failure

- 5.1 If the Service Provider fails to meet or exceed the Tolerance for any Performance Standard in the applicable "Calculation Frequency" period set out in Appendix C2 (each a "**Performance Standard Failure**"), the following process will apply:
- (a) For the first occurrence of a Performance Standard Failure, the Service Provider will:
 - (i) conduct a root cause analysis to determine why such Performance Standard Failure occurred and share the results with the Director; and
 - (ii) develop and promptly implement a remediation plan designed to prevent the re-occurrence of such Performance Standard Failure.
 - (b) For any Performance Standards with a monthly, quarterly or bi-annual "Calculation Frequency":
 - (i) if a Performance Standard Failure for the same Performance Standard occurs again in each of the next two (2) "Calculation Frequency" periods, then the Service Provider will conduct a second root cause analysis and implement clear improvements to remedy the failure and prevent its recurrence;
 - (ii) if a Performance Standard Failure for the same Performance Standard occurs again in the fourth (4th) "Calculation Frequency" period, then the process in section 5.3 applies.
 - (c) For any Performance Standard with an annual "Calculation Frequency", if a Performance Standard Failure for the same Performance Standard occurs in two (2) consecutive periods, then the process in section 5.3 applies.
- 5.2 If the Service Provider does not report data in respect of any child/youth in respect of a Performance Standard on a repeated basis or, in the Director's reasonable discretion, fails to achieve the

Tolerance by a substantial margin for any Performance Standard, then notwithstanding section 5.1, the process in section 5.3 applies.

- 5.3 As soon as possible after the Service Provider is informed of final Performance Standard Failure, the Service Provider will work collaboratively with the Director to remediate the Performance Standard Failure, provided that the Director may at any time, in their sole discretion, decide to treat the final Performance Standard Failure as an Event of Default, and proceed under the default provisions set out in the main body of this Agreement.

C1-1
Appendix C1

Intended Outcomes Architecture

The following table depicts the relationship between the Intended Outcomes and Indicators. The Intended Outcomes and Indicators are all equally important in weight, interdependent and set out in no particular order:

Intended Outcomes		
1	2	3
Child/youth moves to a 'right fit' living arrangement or placement	Children/youth experience safety and improved wellbeing	Child's/youth's attachment and emotional ties to family and other supportive relationships is improved
Indicators		
A. Decrease placement breakdown or unplanned moves post-Emergency Care Services placement	A. Improved experience of day-to-day wellbeing for child/youth	A. Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's stay as per their plan (increase to positive relationships) B. Movement from Emergency Care Services placement to Out-of-Care (OOC) arrangement or return to family

Appendix C2
Detailed Performance Standards

1. Performance Standard Details

Appendix C2 (*Detailed Performance Standards*) sets out a path to measure the achievement of each of the Intended Outcomes, by setting out the following details in respect of the Performance Standards (as applicable):

- (a) **Description** – A high level overview of the Performance Standard and the Service Provider's recording and reporting obligations;
- (b) **Calculation** – The formula or method that the parties will use to measure the Performance Standard;
- (c) **Target** – The target level of performance or quality that the Service Provider is expected to meet or exceed in relation to the Performance Standard;
- (d) **Tolerance (TOL)** – The lowest acceptable level of performance or quality in respect of the Performance Standard. The Tolerance is also used as the threshold to trigger the obligations relating to chronic or severe Performance Standard failures outlined in section 5 of this **Schedule C**;
- (e) **Data Source** – The document or other location from which the parties will obtain necessary data to perform the Performance Standard calculation;
- (f) **How Data is Collected** – A description of how the data is extracted from the Data Source to perform the Performance Standard calculation;
- (g) **Data Input Responsibility** – Identification of which party is responsible for inputting data into the Data Source;
- (h) **Data Input Timing** – As applicable, the day and time the data must be inputted into the Data Source;
- (i) **Calculation Frequency** – A description of how often the Performance Standard calculation will be performed;
- (j) **Reporting Frequency** – A description of how often the party with Data Input Responsibility is required to enter or submit data to the Data Source;
- (k) **Expected Outcome of the Data** – The action that will be taken by the Director if the Tolerance for the Performance Standard is not met;
- (l) **Exclusions** – A description of the data (if any) that is excluded from the Performance Standard calculation;
- (m) **Question in the SHSS Service Plan** – The question(s) that the Service Provider is required to ask to collect the data necessary to calculate the Performance Standard; and
- (n) **Calculation Example** – An example of how the calculation of the Performance Standard is conducted.

2. Performance Standard Roadmap

2.1 The Performance Standard and Description for the Intended Outcomes and Indicators are set out in the following table:

Indicator	Performance Standard	Description
Intended Outcome #1: Child/youth moves to a 'right fit' living arrangement or placement		
Indicator A: Decrease placement breakdown or unplanned moves post-Emergency Care Services placement	1. The Service Provider provides information via the About Me section of the SHSS Service Plan to inform the child's/youth's right-fit placement.	The Service Provider completes the SHSS Service Plan with information to inform the child's/youth's right-fit placement.
Intended Outcome #2: Children/youth experience safety and improved wellbeing		
Indicator A: Improved experience of day-to-day wellbeing for child/youth	2. Service Provider completes and updates SHSS Service Plan for each child/youth at the Care Setting, including all Goals and Strategies to progress toward Goals.	Completion and updating of SHSS Service Plan with Goals and Strategies is an indicator that Goals and Strategies are being formally considered by the Service Provider.
	3. Service Provider updates the activity log within the SHSS Service Plan with each child/youth's reported participation in activities.	Updates to SHSS Service Plan with records of the child/youth's participation in activities indicates the Service Provider is working regularly with the child/youth to accomplish their Goals.
	4. Service Provider updates Daily Log with day-to day care for seamless communication between Service Provider Personnel.	Updates to Daily Log are an indicator that the Service Provider is performing day-to-day responsibilities.
	5. Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Social Emotional and Day-to-Day Wellness Goals were met and/or strategies were re-assessed.	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
	6. Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Community Inclusion / Belonging Goals were met and/or Strategies were re-assessed.	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.

	7. Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Developmental Needs (Cognitive, Behavioural, Physical) Goals were met and/or Strategies were re-assessed.	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
	8. Children/youth indicate that the Goals and Strategies in their SHSS Service Plan are helpful to them.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child's/youth's progress and experience. The child/youth rates their perception of whether the Goals and Strategies in the SHSS Service Plan are helpful to them.
	9. Children/youth indicate whether they feel safe living at the Care Setting.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child rates their perception of their safety.
	10. Children/youth indicate whether they feel their wellbeing has improved since coming to the Care Setting.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether their wellbeing has improved.
	11. Children/youth indicate whether the adults at the Care Setting are there to listen to them when they need someone to talk to.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether the adults are there to listen when they need someone to talk to.
	12. Children/youth indicate whether they feel like they have a say at the Care Setting.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether they have a say in their home.
	13. The child/youth indicates whether they feel confident and prepared for their transition.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their confidence and preparation for their upcoming transition.
	14. The SHSS Care Circle rates their perception of the child's/youth's preparation for their upcoming transition.	After convening the SHSS Care Circle to determine transition readiness, the Service Provider records the SHSS Care Circle's perception of the child/youth's readiness in the SHSS Service Plan.
Intended Outcome #3: Child's/youth's attachment and emotional ties to family and other supportive relationships is improved.		
Indicator A: Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's	15. Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Cultural Attachment and	After convening the Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.

stay as per their plan (increase to positive relationships)	Connectedness Goals were met and/or Strategies were re-assessed.	
	16. Service Provider convenes SHSS Care Circle (as described in the Policies and Standards) and develops, documents and updates Goal progress and Strategies in SHSS Service Plan.	Using the SHSS Service Plan, the Service Provider conducts reviews with the SHSS Care Circle. Updates with SHSS Care Circle's input is an indicator that the SHSS Care Circle is actively engaged in the development and progression of Goals and Strategies.
	17. Children/youth indicate that they felt connected to their family, community, and important people in their life while living at the Care Setting.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their connection to family, community and important people in their life.
	18. Children/youth indicate whether they have had opportunities to feel connected to their family, community and important people in their life while living at the Care Setting.	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their opportunity to connect with family, community and important people in their life.
Indicator B: Movement from Emergency Care Services placement to Out-of-Care (OOC) arrangement or return to family	There are no Performance Standards associated with this Indicator.	

3. Detailed Performance Standards

The following tables below set out the detailed, definitive terms and conditions for the Performance Standards applicable to the EC Services, including Targets, Tolerances, calculations and calculation examples for the Performance Standards.

Intended Outcome #1: Child/youth moves to a 'right fit' living arrangement or placement

Indicator A: Decrease placement breakdown or unplanned moves post-Emergency Care Services placement

Performance Standard #1: The Service Provider provides information via the About Me section of the SHSS Service Plan to inform the child/youth's right-fit placement	
Description	The Service Provider completes the About Me section of the SHSS Service Plan with information to inform the child's/youth's right-fit placement.
Calculation	# times Service Provider updated each child/youth's SHSS Service Plans in accordance with the Reporting Frequency / # of times SHSS Service Plans were required to be updated during the Calculation Frequency period
Target	100%
Tolerance	100%
Data Source	About Me section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	At a two-bed Care Setting, if one child's SHSS Service Plan is updated 1 out of 2 times within the month and the other child's SHSS Service Plan is updated 2 out of 2 times within the month, then: Updated 3 times / 4 required updates = 75%

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #2: Service Provider completes and updates SHSS Service Plan for each child/youth at the Care Setting, including all Goals and Strategies to progress toward Goals	
Description	Completion and updating of SHSS Service Plan with Goals and Strategies is an indicator that Goals and Strategies are being formally considered by the Service Provider.
Calculation	# times Service Provider updated each child/youth's SHSS Service Plans in accordance with the Reporting Frequency / # of times SHSS Service Plans were required to be updated during the Calculation Frequency period
Target	100%
Tolerance	100%
Data Source	SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	At a two-bed Care Setting, if one child's SHSS Service Plan is updated 1 out of 2 times within the month and the other child's SHSS Service Plan is updated 2 out of 2 times within the month, then: Updated 3 times / 4 required updates = 75%

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #3: Service Provider updates the activity log within the SHSS Service Plan with each child/youth's reported participation in activities	
Description	Updates to SHSS Service Plan with records of the child's/youth's participation in activities indicates the Service Provider is working regularly with the child/youth to accomplish their Goals.
Calculation	# times Service Provider updated each child/youth's SHSS Service Plans in accordance with the Reporting Frequency / # of times SHSS Service Plans were required to be updated during the Calculation Frequency period
Target	100%
Tolerance	100%
Data Source	Activity log in the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 each Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Weekly
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	At a two-bed Care Setting, if one child's SHSS Service Plan is updated in 2 out of 4 weeks during the month and the other child's SHSS Service Plan is updated 4 out of 4 weeks, then: Updated 6 times / 8 required updates = 75%

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #4: Service Provider updates Daily Log with day-to day care for seamless communication between Service Provider Personnel	
Description	Updates to Daily Log are an indicator that the Service Provider is performing day-to-day responsibilities.
Calculation	# times Service Provider updated each child/youth's Daily Log in accordance with the Reporting Frequency / # of times Daily Logs were required to be updated during the Calculation Frequency period
Target	100%
Tolerance	90%
Data Source	Daily Log in the [Portal]
How Data is Collected	Director extracts from [Portal]
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 each Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Daily
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	At a two-bed Care Setting, if one child's Daily Log is updated in 29 out of 30 days during the month of June and the other child's Daily Log is updated 30 out of 30 days, then: Updated 59 times / 60 required updates = 98.33%

Intended Outcome #2: Children/youth experience safety and improved wellbeing

Indicator A: Improved experience of day-to-day wellbeing for child/youth

Performance Standard #5: Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Social Emotional and Day-to-Day Wellness Goals were met and/or Strategies were re-assessed	
Description	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
Calculation	# of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] reports during the Calculation Frequency / # of reports required to be documented during the Calculation Frequency
Target	100%
Tolerance	100%
Data Source	Goals, Strategies and Progress Reviews sections of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	<p>In one month at a two-bed Care Setting:</p> <ul style="list-style-type: none"> • one child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Goal met, and New Goal & Strategies established; Period 2: Partial Goal progress made; • the other child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Partial Goal progress made; Period 2: <u>No Goal progress made and No Strategies re-assessed;</u>

	<p>then the Service Provider's performance will be calculated as follows:</p> <p>3 reports of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] / 4 required reports = 75%</p>
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Intended Outcome #2: Children/youth experience safety and improved wellbeing

Indicator A: Improved experience of day-to-day wellbeing for child/youth

Performance Standard #6: Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Community Inclusion / Belonging Goals were met and/or Strategies were re-assessed	
Description	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
Calculation	# of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] reports during the Calculation Frequency / # of reports required to be documented during the Calculation Frequency
Target	100%
Tolerance	100%
Data Source	Goals, Strategies and Progress Reviews sections of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	<p>In one month at a two-bed Care Setting:</p> <ul style="list-style-type: none"> • one child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Goal met, and New Goal & Strategies established; Period 2: Partial Goal progress made; • the other child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Partial Goal progress made; Period 2: <u>No Goal progress made and No Strategies re-assessed;</u> <p>then the Service Provider's performance will be calculated as follows:</p>

	3 reports of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] / 4 required reports = 75%
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Intended Outcome #2: Children/youth experience safety and improved wellbeing

Indicator A: Improved experience of day-to-day wellbeing for child/youth

Performance Standard #7: Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Developmental Needs (Cognitive, Behavioural, Physical) Goals were met and/or Strategies were re-assessed	
Description	After convening the SHSS Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
Calculation	# of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] reports during the Calculation Frequency / # of reports required to be documented during the Calculation Frequency
Target	100%
Tolerance	100%
Data Source	Goals, Strategies and Progress Reviews sections of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	<p>In one month at a two-bed Care Setting:</p> <ul style="list-style-type: none"> • one child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Goal met, and New Goal & Strategies established; Period 2: Partial Goal progress made; • the other child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Partial Goal progress made; Period 2: <u>No Goal progress made and No Strategies re-assessed;</u> <p>then the Service Provider's performance will be calculated as follows:</p>

	3 reports of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] / 4 required reports = 75%
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Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #8: Children/youth indicate that the Goals and Strategies in their SHSS Service Plan are helpful to them.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether the Goals and Strategies in the SHSS Service Plan are helpful to them.
Calculation	Sum of all scores (scale of 1-5, Likert Scale) collected during the Calculation Frequency period / # of scores collected during the Calculation Frequency period
Target	5
Tolerance	3
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Do you feel like the Goals and Strategies in your SHSS Service Plan are helpful to you?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be: $[(3+4)+(4+5)] / 4 = 3.75$

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #9: Children/youth indicate that they feel safe living at the Care Setting.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of child/youth's progress and experience. The child/youth rates their perception of their safety.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	4
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Do you feel safe living at [name of Care Setting]?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #10: Children/youth indicate whether they feel their wellbeing has improved since coming to the Care Setting	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether their wellbeing has improved.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	4
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Has your wellbeing improved since moving into [name of Care Setting]?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #11: Children/youth indicate that the adults at the Care Setting are there to listen to them when they need someone to talk to.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of whether the adults are there to listen when they need someone to talk to.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	4
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Do you feel like the adults at [name of Care Setting] are there to listen to you when you need someone to talk to?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #2: Children/youth experience safety and improved wellbeing.**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #12: Children/youth indicate whether they feel like they have a say the Care Setting.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of if they have a say in their home.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	4
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Do you feel like you have a say at [name of Care Setting]?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #13: The child/youth indicates whether they feel confident and prepared for their transition.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their confidence and preparation for their upcoming transition.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	3
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Do you feel confident and prepared for your transition?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #2: Children/youth experience safety and improved wellbeing**Indicator A:** Improved experience of day-to-day wellbeing for child/youth

Performance Standard #14: The SHSS Care Circle rates their perception of the child's/youth's preparation for their upcoming transition	
Description	After convening the SHSS Care Circle to determine transition readiness, the Service Provider records the SHSS Care Circle's perception of the child/youth's readiness in the SHSS Service Plan.
Calculation	Sum of all scores (scale of 1-5, Likert Scale) collected during the Calculation Frequency period / # of scores collected during the Calculation Frequency period
Target	5
Tolerance	3
Data Source	Progress Reviews sections of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>SHSS Care Circle is asked to rate if the child/youth is prepared for their transition.</i>
Calculation Example	At a two-bed Care Setting, if the SHSS Care Circle for one child rates 3 and 3 during the month and the SHSS Care Circle for the other child rates 4 and 5, the score will be: $[(3+4)+(4+5)] / 4 = 3.75$

Intended Outcome #3: Child/youth's attachment and emotional ties to family and other supportive relationships is improved.

Indicator A: Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's stay as per their plan (increase to positive relationships)

Performance Standard #15: Service Provider reports in the SHSS Service Plan, based on SHSS Care Circle's input, whether the Cultural Attachment and Connectedness Goals were met and/or Strategies were re-assessed	
Description	After convening the Care Circle to determine whether the Goals were met and/or to re-assess the Strategies, the Service Provider updates the SHSS Service Plan.
Calculation	# of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] reports during the Calculation Frequency / # of reports required to be documented during the Calculation Frequency
Target	100%
Tolerance	100%
Data Source	Goals, Strategies and Progress Reviews sections of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	<p>In one month at a two-bed Care Setting:</p> <ul style="list-style-type: none"> one child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Goal met, and New Goal & Strategies established; Period 2: Partial Goal progress made; the other child's progress was documented as follows: <ul style="list-style-type: none"> Period 1: Partial Goal progress made; Period 2: <u>No Goal progress made and No Strategies re-assessed;</u> <p>then the Service Provider's performance will be calculated as follows:</p>

	3 reports of [Goal met, and New Goal & Strategies established] OR [Partial Goal progress made] OR [No Goal progress made and Strategies re-assessed] / 4 required reports = 75%
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Intended Outcome #3: Child's/youth's attachment and emotional ties to family and other supportive relationships is improved.

Indicator A: Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's stay as per their plan (increase to positive relationships)

Performance Standard #16: Service Provider convenes SHSS Care Circle (as described in the Policies and Standards) and develops, documents and updates Goal progress and Strategies in SHSS Service Plan	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews with the SHSS Care Circle. Updates with SHSS Care Circle's input is an indicator that the SHSS Care Circle is actively engaged in the development and progression of Goals and Strategies.
Calculation	# times Service Provider updated each child/youth's SHSS Service Plan in accordance with the Reporting Frequency / # of times SHSS Service Plans were required to be updated during the Calculation Frequency period
Target	100%
Tolerance	90%
Data Source	Progress Reviews section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	N/A
Calculation Example	At a two-bed Care Setting, if one child's SHSS Service Plan is updated 1 out of 2 times within the month and the other child's SHSS Service Plan is updated 2 out of 2 times within the month, then: Updated 3 times / 4 required updates = 75%

Intended Outcome #3: Child's/youth's attachment and emotional ties to family and other supportive relationships is improved

Indicator A: Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's stay as per their plan (increase to positive relationships)

Performance Standard #17: Children/youth indicate whether they felt connected to their family, community and important people in their life while living at the Care Setting.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their connection with family, community and important people in their life.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	3
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Have you felt connected to your family, community, and important people in your life while living at [name of Care Setting]?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3.

Intended Outcome #3: Child's/youth's attachment and emotional ties to family and other supportive relationships is improved.

Indicator A: Family, sibling, community and other meaningful contacts are facilitated and supported during the child's/youth's stay as per their plan (increase to positive relationships)

Performance Standard #18: Children/youth indicate whether they have had opportunities to feel connected to their family, community and important people in their life while living at the Care Setting.	
Description	Using the SHSS Service Plan, the Service Provider conducts reviews of the child/youth's progress and experience. The child/youth rates their perception of their opportunity to connect with family, community and important people in their life.
Calculation	Lowest score (scale of 1-5, Likert Scale) collected during the Calculation Frequency period
Target	5
Tolerance	3
Data Source	Monthly Check-ins section of the SHSS Service Plan
How Data is Collected	Director extracts from SHSS Service Plan
Data Input Responsibility	Service Provider
Data Input Timing	On or before 13:00 the following Tuesday
Calculation Frequency	Monthly
Reporting Frequency	Bi-monthly and at discharge
Expected Outcome of the Data	The Director will review the outcome of the data, and at their discretion, check-in at any time
Exclusions	N/A
Question in SHSS Service Plan	<i>Have you had opportunities to feel connected to your family, community, and important people in your life while living at [name of Care Setting]?</i>
Calculation Example	At a two-bed Care Setting, if one child rates 3 and 3 during the month and the other child rates 4 and 5, the score will be 3

SCHEDULE D - PERSONNEL REQUIREMENTS

1. Overview

The purpose of this Schedule is to set out:

- (a) The general Service Provider Personnel and Subcontractors expectations with respect to the EC Services; and
- (b) The staffing model for a 1-3 bed resource, which includes Service Provider Personnel and Subcontractor expectations and qualifications.

2. General Service Provider Personnel and Subcontractors Expectations

- 2.1 The Service Provider must recruit and make every reasonable effort to develop and retain the appropriate Service Provider Personnel to provide the required Services to children, youth, and their families; manage the operations to ensure the Services are delivered efficiently and effectively; and meet the Director's reporting requirements in a timely manner.
- 2.2 The Service Provider will hire or engage Service Provider Personnel and Subcontractors with an appropriate level of training and experience for their position as outlined in the Table 2, and the applicable Policies and Standards.
- 2.3 The Service Provider will hire or engage, and pay Service Provider Personnel and Subcontractors in accordance with the Operational Cost Structure outlined in **Schedule F (Fees and Payment Model)** and amounts set out in **Appendix F1**.
- 2.4 The Service Provider will comply with the Policies and Standards applicable to Service Provider Personnel and Subcontractors, and in particular policies for the screening and assessment of SHSS Care Providers.
- 2.5 The Service Provider will ensure all Service Provider Personnel and Subcontractors have training that is needed to perform their required job duties and, with respect to SHSS Care Providers, have the training to provide high-quality care aligned to the needs of the children and youth at the Care Setting or required by the Director for any reason.
- 2.6 In addition to the day-to-day supervision of the Service Provider Personnel and Subcontractors, the Service Provider will enable the Director to uphold oversight accountabilities and processes, as referenced in the Policies and Standards, including supporting the Director's oversight accountability for the Service Provider and Subcontractors, including those providing Supplemental Supports.

3. Staffing Model

- 3.1 Unless otherwise expressly approved by the Director in writing, Table 1 sets out the minimum requirements that must be always in place at a Care Setting in accordance with the Authorized Number of Children/Youth. If additional Service Provider Personnel or Subcontractors are required to meet the needs of children/youth, the Service Provider will request access to Supplemental Supports, in accordance with the Policies and Standards, **Schedule B (Services)** and **Schedule F (Fees and Payment Model)**, to increase staffing.

Table 1

Resource	Staffing	1 Bed	2 Bed	3 Bed
Day Staff	Residential Child & Youth Worker	224 hours per week	224 hours per week	224 hours per week
Night Staff	Awake Residential Night Worker	56 hours per week	56 hours per week	112 hours per week
Supervision and Program Management	Residence Coordinator	20 hours per week	30 hours per week	40 hours per week
		On-call – 24 hours		
	Program Manager	20 hours per week	30 hours per week	40 hours per week
<p>Supplemental Supports – additional support to meet the needs of the child/youth.</p> <p>These supports will be provided based on the child's/youth's SHSS Service Plan and determined/approved through collaboration with the Director.</p> <p>Efforts will be made to leverage existing community services and supports (e.g. MCFD provided and contracted Child and Youth Mental Health and Child and Youth Support Needs Services) for the purposes of:</p> <ul style="list-style-type: none"> • Assessment • Clinical Consultation • Intervention and therapies division • Clinical care planning 	<p>Examples of Supplemental Supports include:</p> <ul style="list-style-type: none"> • Additional staffing • Clinical Consultation services • Clinical interventions • Cultural supports 	Depends on needs of child/youth		

- 3.2 The Care Setting must include SHSS Care Providers who meet the expectations and qualifications outlined in Table 2, which may vary depending on the specific needs of children and youth and location of the Care Setting.

Table 2

Residential Child & Youth Workers	
<p>Expectations/Potential Duties:</p> <ul style="list-style-type: none"> ● Ensures safety and well-being of children and youth at the Care Setting. ● Actively works to get to know children and youth better and to gather information about their needs; and providing updated information on an ongoing basis to the program manager. ● Participates in children’s and youth’s assessments, Goal/Strategy setting, and program planning (where appropriate), and supports documenting, monitoring, and measuring progress. ● Appropriately delivers or enables strategies established in children’s and youth’s SHSS Service Plan. ● Teaches and strengthens children’s and youth’s skills in a socially and culturally appropriate manner through the use of daily routines and activities. ● Provides Trauma-informed care (through behavior management, attachment-based, relational or other appropriate evidence informed modalities) to children and youth on a one-to-one and/or group basis by performing duties such as providing feedback on behaviour, teaching coping techniques and adaptive behaviour, and providing guidance and support. ● Provides care to children and youth with mild to exceptional support needs in a staffed-resource setting, including children and youth with behavioural challenges. ● Provides emotional support and crisis intervention to children and youth, which may include non-violent physical interventions. ● Supports children’s and youth’s community inclusion (e.g. home, school, activities, family, the community). ● Ensures that children’s and youth’s physical needs are met by performing duties such as assisting with basic physical hygiene, preparing meals, and administering medications as required in accordance with established policy, guidelines, procedures and instructions. ● Maintains reports and other documentation such as logbooks, charts, daily activities on residents. 	<p>Qualifications:</p> <ul style="list-style-type: none"> ● A minimum 2-year relevant diploma, or equivalent of education/experience working with children and youth with behavioural and other needs. ● Specific training in behavioural modification, children under 12 years of age with support needs, attachment-based parenting, and relationship-based interventions (Trauma-informed practice).

<ul style="list-style-type: none"> ● Carries out household duties such as meal preparation and household cleaning. ● Accompanies children and youth to appointments and community outings. 	
<p>Awake Residential Night Worker</p>	
<p>Expectations/Potential Duties:</p> <ul style="list-style-type: none"> ● Monitors children and youth through the night and attends to any medical, behavioural, emotional or other needs that arise at night. ● Follows through on direction regarding specific children and youth left by the day staff ● Appropriately delivers or enables Strategies established in children’s and youth’s SHSS Service Plan. ● Supports children and youth with their morning and evening routines at the beginning and end of the shift. ● Prepares and assists children and youth in breakfast preparation. ● Ensures that children’s and youth’s physical needs are met by performing duties such as assisting with basic physical hygiene and administering medications as required in accordance with established policy, guidelines, procedures and instructions. ● Ensures that children and youth follow house rules. Monitors curfew regulations and reports to appropriate authorities as required. ● Ensures that logbooks and other documentation are maintained such as logbooks, charts, daily activities on residents, statistics, incident reports etc. ● Performs light housekeeping duties such as vacuuming, dusting, emptying garbage, cleaning and laundry. Performs minor building maintenance such as changing lightbulbs. Reports maintenance needs to the supervisor. ● Secures the Care Setting by arming alarms and locking doors and windows. ● Notifies Service Provider or other Service Provider Personnel and Subcontractors of any major problems or emergencies. Responds to emergencies in accordance with established policies and procedures. 	<p>Qualifications:</p> <ul style="list-style-type: none"> ● A minimum of 2-year relevant diploma, or equivalent of education/experience working with children with behavioural, attachment, and other needs from a Trauma-informed lens. ● Specific training in behavior modification, children under 12 years of age with support needs, relationship-based interventions (Trauma-informed practice).

Residence Coordinator	
<p>Expectations/Potential Duties:</p> <ul style="list-style-type: none"> ● Oversees the day-to-day operations of a Care Setting, provides ongoing supervision of Service Provider Personnel and Subcontractors, and evaluates program policies. ● Develops, implements and evaluates Care Setting goals, objectives, policies and procedures and ensures the required standards are maintained. Identifies both physical and program needs of the Care Setting to appropriate authority(ies). Plans with Service Personnel and Subcontractors for changes. ● Schedules, supervises and evaluates Service Provider Personnel and Subcontractors and monitors daily operations. Assists in recruiting and selecting of Service Provider Personnel and Subcontractors and provides guidance, training and orientation on policies, procedures, techniques, report preparation or other matters arising in the Care Setting. Identifies the needs of Service Provider Personnel and Subcontractors for professional development. ● Assists senior management in preparing the annual operating budget and monitors, authorizes and allocates expenditures within the budget. Prepares and maintains related documentation. ● Ensures the cleanliness, safety, security and maintenance of the Care Setting in accordance with applicable licensing standards either directly or through delegation to Service Provider Personnel and Subcontractors. ● Maintains the Care Setting's inventory of supplies ● Works as a Residential Child & Youth Worker or an Awake Residential Night Worker performing the duties as required; appropriately delivering or enables strategies established in children's and youth's SHSS Service Plan. 	<p>Qualifications:</p> <ul style="list-style-type: none"> ● Diploma in a related human/social service field. ● 3 years relevant related experience, including 1 year supervisory or administrative experience (or an equivalent combination of education, training and experience). ● Specific training in behavioural modification, children under 12 years of age with support needs, attachment-based parenting, and relationship-based interventions (Trauma-informed practice).
Program Manager	
<p>Expectations/Potential Duties:</p> <ul style="list-style-type: none"> ● Leads development of the SHSS Service Plan in collaboration with the child or youth and their SHSS Care Circle. ● Provides supervision that supports consistent quality Service, including supporting Service Provider Personnel and Subcontractors with implementation of Strategies established in children and youth's SHSS Service Plan. 	<p>Qualifications:</p> <ul style="list-style-type: none"> ● Diploma in a related human/social service field, ● 3 years recent related experience, including 1 year supervisory or administrative experience (or an equivalent combination of education, training and experience).

<ul style="list-style-type: none"> ● Leads development of the child’s and youth’s transition plan (per the SHSS Service Plan), drawing on other experts where necessary and in collaboration with Guardianship Workers (if applicable). ● Coordinates the child’s and youth’s care team to ensure integrated and holistic assessment and planning. ● Provides leadership, guidance and participates with Service Provider Personnel and Subcontractors, families and others in planning and providing client plans, case conferencing, case management and the preparation of related documents and reports. ● Facilitates training for Service Provider Personnel and Subcontractors. ● Facilitates access to supplemental services to support children, youth, their families, and Service Provider Personnel and Subcontractors. ● Liaises with the community, government, families, officials, and professionals and promotes community involvement in the program. 	<ul style="list-style-type: none"> ● Specific training in behavioural modification, children under 12 years of age with support needs, attachment-based parenting, and relationship-based interventions (Trauma-informed practice).
<p>Additional on-call staff and relief staff as needed to support desired population</p>	
<p>Expectations/Potential Duties:</p> <ul style="list-style-type: none"> ● As needed, accessed through the Supplemental Supports approval process outlined in the Policies and Standards. 	<p>Qualifications:</p> <ul style="list-style-type: none"> ● As needed

SCHEDULE E – POLICIES AND STANDARDS

1. This Schedule provides guidance on the Policies and Standards applicable to the Services.
2. As stated in the Agreement, the Service Provider must comply with all Policies and Standards in its performance of the Services, and when fulfilling all of its obligations under this Agreement.
3. The Policies and Standards include those listed on the website maintained by the Province for the SHSS Program, which may be found at:

<https://www2.gov.bc.ca/gov/content/family-social-supports/data-monitoring-quality-assurance/reporting-monitoring/mcfd-transformation>
4. The Policies and Standards may be amended, renamed, restated, repealed and replaced at any time, and from time to time, during the Term, and the Director will inform the Service Provider of such changes in accordance with the processes set out in **Schedule H** (*Agreement and Services Amendment Processes*), except that such changes will take effect immediately upon being published by or on behalf of the relevant authority, or such other date that the Director stipulates.
5. The Policies and Standards (as they may be amended from time to time) are hereby incorporated into this Agreement as if they were listed in this Schedule, and form an integral part of this Agreement.

SCHEDULE F - FEES AND PAYMENT MODEL**1. Overview**

The purpose of this Schedule is to set out:

- (a) the categories of fees, costs and expenses payable by the Director for the Service Provider's performance of the EC Services;
- (b) the methodology setting out when and how the Service Provider is paid for the performance of the EC Services; and
- (c) the maximum amounts that the Director will pay to the Service Provider for the performance of the EC Services, as set out in **Appendix F1**.

2. Definitions

Unless the context otherwise requires, the following capitalized terms have the definitions given to them below:

- (a) **"Additional Supports"** means Supplemental Supports and Clinical Consultation, which may be required based on the demonstrated needs of a child or youth placed at the Care Setting;
- (b) **"Administration Fee"** means a fee equal to 10% of the following elements of the Operational Cost Structure actually incurred by the Service Provider, which the Service Provider will use to cover its costs to control, direct and report on the EC Services:
 - (i) Wages and Benefits;
 - (ii) Program Costs;
 - (iii) Facility Costs; and
 - (iv) As Needed Amounts;
- (c) **"As Needed Amounts"** means payments from the Director to the Service Provider for approved Additional Supports;
- (d) **"Facility Costs"** means the costs described in section 4.3(a)(iii) which are directly attributable to the Care Setting for the provision of the EC Services;
- (e) **"Fixed Monthly Amount"** means the Monthly Amount less the Occupancy Based Variable Amount, inclusive of the applicable Administration Fee;
- (f) **"Monthly Amount"** means the Service Provider's total monthly costs, at full capacity (i.e. the Care Setting is at full capacity for the full month), exclusive of As Needed Amounts. The Monthly Amount includes all costs and expenses associated with the Operational Cost Structure, including Wages and Benefits, Program Costs, Facility Costs and the applicable Administration Fee;
- (g) **"Occupancy Based Variable Amount"** means those Program Costs which the Director pays the Service Provider in respect of each child/youth that is residing at the Care Setting, subject to the exceptions set out in section 5.1(a);

- (h) **“One-Time-Only Expenses”** means one-time operational or facility costs and expenses which are pre-approved by the Director. One-Time-Only Expenses form part of Supplemental Supports funding;
- (i) **“Operational Cost Structure”** means the funding amounts and categories set out in section 4.3 that the Service Provider utilizes to deliver the EC Services;
- (j) **“Program Costs”** means the cost elements of the Operational Cost Structure described in section 4.3(a)(ii); and
- (k) **“Wages and Benefits”** means the cost elements of the Operational Cost Structure that are described in section 4.3(a)(i) and are directly attributable to Service Provider Personnel who are identified in Appendix F1. For clarity, Wages and Benefits will be payable for Service Provider Personnel providing care to children/youth in the Care Setting, who meet the requirements set out in **Schedule D (Personnel Requirements)**, and not payable for Service Provider Personnel performing administrative, executive or other roles that do not involve providing care to children/youth.

3. Budget for the EC Services

- 3.1 Notwithstanding any other provision of this Schedule, the maximum amount that the Director is obligated to pay the Service Provider under this Agreement (exclusive of applicable taxes):
 - (a) during any month of the Term, including during any extensions, for the performance of the EC Services is the Monthly Amount set out in **Appendix F1**; and
 - (b) during the Term, including all extensions, for all Services is **[\$insert]** (the **“Contract Maximum”**).
- 3.2 The Service Provider acknowledges and agrees that:
 - (a) the Administration Fee is included in, and is not in addition to, the Monthly Amount and the As Needed Amounts set out in **Appendix F1**;
 - (b) the Annual Maximum As Needed Amount is the maximum amount, inclusive of the Administration Fee, that the Director will authorize for payment to the Service Provider for Additional Supports in any year of the Term, with the Effective Date and each anniversary of the Effective Date being the start of each year; and
 - (c) the Contract Maximum includes all amounts, inclusive of the Administration Fee, that the Director is obligated to pay to the Service Provider in respect of the Services, including the Transition-In Services, EC Services (including all Additional Supports and associated As Needed Amounts) and Exit-Management Services.
- 3.3 The Director is only obligated to pay the Service Provider for costs and expenses actually incurred by the Service Provider in performing the Services, plus the applicable Administration Fee. If the Service Provider receives any amounts from the Director that exceed the actual costs and expenses incurred by the Service Provider, the Service Provider will notify the Director and the parties will manage such overpayment in accordance with section 6.

4. Operational Cost Structure

4.1 Under the Operational Cost Structure, the Director has identified specific categories of costs and expenses in respect of which the Director will reimburse the Service Provider for its the performance of the EC Services.

4.2 The Service Provider:

- (a) must spend all amounts paid by the Director for the performance of the EC Services in alignment with the Operational Cost Structure;
- (b) subject to subsection 4.2(c) below, is not permitted to reallocate spending or reporting of spending to another funding category within or outside of the Operational Cost Structure without the prior written approval of the Director in each instance; and
- (c) will, after fully compensating its Service Provider Personnel identified in **Appendix F1**, spend any excess funds paid by the Director in respect of Wages and Benefits (including any excess funds arising from Director-approved deviations from the staffing model set out in **Schedule D (Personnel Requirements)**) in accordance with the Director's written instructions.

By way of example, if the Director pays to the Service Provider an amount that is allocated to Care Setting rental payments, that amount must be used by the Service Provider to pay the Care Setting rental payments and may not be spent on Wages and Benefits, Program Costs or any other cost or expense within the Facility Costs category.

4.3 The categories within the Operational Cost Structure are as follows:

(a) the Monthly Amount:

(i) **Wages and Benefits:**

- A. direct hourly wages;
- B. paid leave and backfill entitlement; and
- C. benefits, including Employment Insurance (EI), Canada Pension Plan (CPP), Workers' Compensation Benefits (WCB); extended health benefits and Long-Term Disability (LTD).

The Wages and Benefits charged by the Service Provider will not exceed the amount set out in **Appendix F1** or include any amounts for Subcontractor costs, which must be paid using funds allocated to Additional Supports.

(ii) **Program Costs:**

- A. cell phone(s) for Service Provider Personnel;
- B. food (for SHSS Care Providers to eat with children/youth);
- C. transportation (lease, vehicle insurance, mileage, fuel, parking, repair);
- D. budget for a counsellor to work with families and children/youth;

- E. budget for working with families/community providers, Elders and Indigenous communities;
 - F. training and professional development; and
 - G. the following Occupancy Based Variable Amounts:
 - I. budget for activities with children/youth;
 - II. budget for coordination of community supports working with families/caregivers/Out-of-Care providers (travel, coffee);
 - III. allowances and food;
 - IV. household supplies for activities; and
 - V. additional mileage.
- (iii) **Facility Costs:** The following costs relating to the Care Setting that are directly attributable to the provision of the EC Services, as approved by the Director from time to time:
- A. rental or mortgage costs;
 - B. utilities, including cable, phone and internet;
 - C. house insurance;
 - D. maintenance costs for small repairs);
 - E. technology (laptop(s), iPad(s) for children/youth);
- (iv) **Administration Fee** – An Administration Fee of 10% is applied to Program Costs, Facility Costs and Wages and Benefits.
- (b) As Needed Amounts:
- (i) **Supplemental Supports** – Funding for Supplemental Supports in connection with the EC Services is available to the Service Provider if there is a demonstrated need (as further described in **Schedule B (Services)** and the Policies and Standards). The Service Provider will follow the process outlined in the Policies and Standards to seek the Director's approval for Supplemental Supports funding. Supplemental Supports funding includes One-Time-Only Expenses.
 - (ii) **Clinical Consultation** – Funding for Clinical Consultation is available to the Service Provider through a formal approval process. The Service Provider is required to secure access to Clinical Consultations with appropriate clinical service provider(s) in accordance with the applicable Policies and Standards.
 - (iii) **Administration Fee** – An Administration Fee of 10% is applied to As Needed Amounts.

4.4 Any change to the Operational Cost Structure must be approved by the Director through the Negotiated Services Amendment process set out in **Schedule H (Agreement and Services Amendment Processes)**.

4.5 For greater certainty, the Director will not provide payment, reimbursement or any other form of compensation for the anticipated or actually incurred cost of decommissioning, restoring, repairing or replacing equipment or premises that have been leased, rented, or otherwise utilized in the delivery of the Services.

5. Payment Model

5.1 The Director will pay the Service Provider for its delivery of the EC Services as follows:

- (a) the Monthly Amount will be paid to the Service Provider on the 15th day of each month, provided that:
 - (i) the Director will not pay Occupancy Based Variable Amounts in respect of a bed if that bed has been empty for a period greater than 90 days; and
 - (ii) Occupancy Based Variable Amounts may not be paid to the Service Provider as part of an investigation in accordance with the Policies and Standards; and
- (b) pre-approved As Needed Amounts will be paid to the Service Provider within 30 days of receiving an invoice for such amounts from the Service Provider following the Director's approval, provided that the annual total payments for As Needed Amounts do not exceed the Annual Maximum As Needed Amounts.

5.2 If the Service Provider provides multiple Service Types at the Care Setting (e.g. SLTC Services and Emergency Care Services), the Facility Costs for the Care Setting will be paid to the Service Provider under the SHSS Program agreement with the earliest Effective Date. If Facility Costs are:

- (a) payable under this Agreement, those Facility Costs are set out in **Appendix F1**; or
- (b) not payable under this Agreement, **Appendix F1** sets out the Agreement Number of the SHSS Program agreement under which the Facility Costs are paid.

The Service Provider will not be paid more than once for Facility Costs under multiple SHSS Program agreements that relate to the same Care Setting.

6. Financial Reporting and Audits

6.1 During the Term, the Service Provider will submit to the Director financial statements relating to the Services as follows:

- (a) The Service Provider will submit to the Director:
 - (i) every six months following the Effective Date, six-month revenue and expense report in respect of the Service Provider's performance of its obligations under this Agreement, which will be submitted within 30 days of the end of each such six-month period in the form required by the Director; and
 - (ii) each year, year-end financial statements relating to the Service Provider's organization within four months of the Service Provider's fiscal year end.

Financial statements and revenue and expense reports must be completed in accordance with generally accepted accounting principles on a fund accounting basis. The Director may, in their sole discretion, change the date(s) or frequency upon which the Service Provider is required to submit financial statements under this Section, with any such changes being effected as Mandatory Amendments in accordance with **Schedule H (Agreement and Services Amendment Processes)**.

- (b) The Service Provider must ensure that each year-end financial statement provided in accordance with subsection 6.1(a)(ii) , is audited by a third party in accordance with the Canadian Standard on Review Engagements as described in the Chartered Professional Accountants Handbook. The Service Provider is responsible for covering any fees and expenses associated with these audits. The auditor's report must be included in the submission of the year-end audited financial statements.
- 6.2 Should the financial statements, revenue and expense reports, the auditor's report or an audit conducted by the Director or otherwise in accordance with this Agreement indicate the Service Provider did not spend funds in accordance with the Operational Cost Structure or its actual spend is more than 5% below the payments made by the Director under this Agreement, excluding Administration Fees, the Service Provider will provide written reasons for why such amounts were not spent in accordance with the Operational Cost Structure or not spent by the Service Provider (as applicable). The amount of the misspent or unspent funds will become a debt due to the Director that the Service Provider must repay to the Director on demand and which the Director may set off against costs that the Director subsequently becomes obligated to pay the Service Provider.
- 6.3 The Service Provider will keep, and may be asked by the Director to submit, accurate and complete monthly financial records relating to the Services. Such records will include detailed tracking of the hours worked by Service Provider Personnel and Subcontractors, wages paid to Service Provider Personnel, fees paid to Subcontractors, benefit amounts and all other costs and expenses incurred to provide the Services as described in this Agreement.

Appendix F1 – Fees

1. Operational Cost Structure Amounts

1.1 Monthly Amount

Fixed Monthly Amount	\$
Occupancy Based Variable Amount	\$
Monthly Amount	\$

1.2 As Needed Amounts

Annual Maximum As Needed Amounts	\$
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2. Facility Cost Allocations

2.1 Facility Type: [Rural/Urban]

2.2 Allocation of Facility Costs

[large text box for Total facility capacity, applicable Service Types, etc.]

2.3 Are the Facility Costs under a different contract? [Yes/No]

2.4 If yes, Agreement Number for Facility Cost allocation: [Agreement #]

3. Costs by Line Item

If there is a conflict or inconsistency between: (a) the costs described under this section, and (b) the Services as described in this Agreement, or the Fees as described elsewhere in this Schedule (including the cost elements of the Operational Cost Structure, or the maximum amounts described in this Schedule), the latter will govern, and, for greater certainty, the conflicting or inconsistent portions of this section 3 will be of no force or effect, notwithstanding their inclusion in this section 3.

[add content]

SCHEDULE G – GOVERNANCE, STEWARDSHIP AND RELATIONSHIP

1. Overview

- 1.1 The purpose of this Schedule is to outline the:
- (a) Governance and Stewardship Objectives;
 - (b) Relationship Principles;
 - (c) Relationship Management Process; and
 - (d) Primary point of contact.

2. Governance and Stewardship Objectives

- 2.1 The Service Provider and the Director will work towards achieving the following “**Governance and Stewardship Objectives**” for the provision of the Services:
- (a) the Intended Outcomes, including that individual children and families are benefitting from the Services as designed/intended by the Director, are central to the relationship between the Director and the Service Provider;
 - (b) the Services will be effective in directly benefitting the children/youth receiving the Services;
 - (c) the Director and the Service Provider will work in alignment with the Relationship Management Process, to fulfil their respective responsibilities under this Agreement, and to identify, discuss, and remediate or resolve matters that may arise between them regarding the delivery of the Services, in a timely and efficient manner;
 - (d) both parties will identify opportunities to align the delivery of the Services to best practices and continually improve Service delivery, including by supporting and improving the interconnectedness of the broader Network of Care;
 - (e) the parties will transfer knowledge and lessons-learned between them to serve the broader Network of Care, and inform strategic planning for the SHSS Program;
 - (f) each party will make, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement;
 - (g) the parties will cultivate a healthy and effective relationship;
 - (h) financial management will be effective and accurate; and
 - (i) the parties will pursue innovation and transformation, as applicable to the Services and the Network of Care.

3. Relationship Principles

3.1 The Director and Service Provider wish to create a collaborative, trusting and, to the extent possible and within the bounds of the Policies and Standards and Applicable Laws, transparent business relationship that will enable the achievement of the Governance and Stewardship Objectives. To this end, the parties agree on the following foundational “**Relationship Principles**”:

- (a) trust in one another to deliver on the commitments within this Agreement;
- (b) commit to accurate and authentic conversations that create an opportunity for two-way collaborative communication and relationship-building;
- (c) behave in ways that earn trust;
- (d) create and maintain an atmosphere of openness, acceptance and understanding; and
- (e) create a safe environment that encourages open and honest communication.

4. Relationship Management Process

4.1 The “Relationship Management Process” refers to the continuum of interactions between the Director and the Service Provider in the course of the delivery of the Services, guided by the Relationship Principles, and aimed at achieving the Governance and Stewardship Objectives.

4.2 The key types of interactions that make up the Relationship Management Process include:

- (a) updates;
- (b) check-ins;
- (c) requests;
- (d) Service reviews;
- (e) acknowledgement;
- (f) approvals;
- (g) meetings; and
- (h) other interactions as described within this Agreement and the Policies and Standards.

4.3 The Service Provider and Director will interact through the channels or methods that they mutually agree are effective, and may agree to change those channels and methods as needed. Without limitation, the Service Provider acknowledges that the Director’s expectations include that the Service Provider will:

- (a) participate in meetings with the Director upon request;
- (b) answer telephone calls from the Director, or otherwise respond in a timely manner; and
- (c) respond to written communications (email, text, letters, etc.) from the Director in a timely manner.

4.4 Notwithstanding section 4.3, the Director may alter and/or formalize and require the Service Provider to abide by more specific expectations for the types and frequency of interactions, the channels or methods of communication, and response times. The Director may make such alterations or formalizations at any time, and from time to time, on written notice to the Service Provider.

5. Primary Point of Contact

The Service Provider's Contract Manager (appointed in accordance with section 6.1 of the Agreement), will be the Director's primary point of contact in the Relationship Management Process, and on any matters involving the Relationship Management Process, the Relationship Principles, and the Governance and Stewardship Objectives.

SCHEDULE H - AGREEMENT AND SERVICES AMENDMENT PROCESSES

1. Overview

- 1.1 This purpose of this Schedule is to establish a process to manage and support ongoing amendments to the Services and other terms and conditions of this Agreement.

2. Ordinary-Course Services Amendments

- 2.1 From time to time during the Term, the Director may amend any of the Services in the ordinary course of its operations, which fall within the existing scope of the Services and do not have a material impact on either:

- (a) the delivery and performance of the Services; or
- (b) the cost of providing the Services

(“**Ordinary-Course Services Amendments**”).

- 2.2 The parties agree that Ordinary-Course Services Amendments are within the scope of the Services, and will not result in the payment of additional Fees by the Director to the Service Provider. Ordinary-Course Services Amendments may be implemented without the need for a Request (defined below), although the Service Provider and Director will retain a record of each Ordinary-Course Services Amendment implemented.

- 2.3 Ordinary-Course Services Amendments will be effective and operate as an amendment to this Agreement upon being delivered in writing by the Director to the Contract Manager, or such other date as the Director may stipulate. After the effective date of the Ordinary-Course Services Amendments, this Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

3. Mandatory Amendments

- 3.1 From time to time during the Term, the Director may require changes to any Services or to any other part of this Agreement (including, for greater certainty, any Schedule), which are required by the Director:

- (a) to address an actual or imminent threat to:
 - (i) the health and safety of a child/youth or the public;
 - (ii) the health and safety of officers, employees and agents of the Province; or
 - (iii) the tangible property of the Director, the Province or Province IT Infrastructure; or
- (b) to bring the Services or any other Service Provider or Director rights and obligations under this Agreement into conformance with:
 - (i) Applicable Laws, as they may be amended from time to time;
 - (ii) the Policies and Standards, as they may be amended from time to time; or

- (iii) changes to the policies, practices, or procedures of the SHSS Program, the Ministry or any other ministry of the Province, applied on a SHSS Program-wide, Ministry-wide or Province-wide basis

(“Mandatory Amendments”).

- 3.2 Unless otherwise agreed by the Director, acting reasonably and in good faith, Mandatory Amendments will not result in the payment of additional Fees by the Director to the Service Provider.
- 3.3 The Service Provider and Director will retain a record of each Mandatory Amendment implemented.
- 3.4 Mandatory Amendments will be effective and operate as an amendment to this Agreement:
 - (a) for any Mandatory Amendment relating to the subject matter described in section 3.1(a), immediately upon being submitted in writing by the Director to the Contract Manager; and
 - (b) for any other Mandatory Amendment, ninety (90) days after being submitted in writing by the Director to the Contract Manager.

After the effective date of the Mandatory Amendment, this Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

4. Negotiated Services Amendments

4.1 Definition

- (a) In addition to Ordinary-Course Services Amendments and Mandatory Amendments, the parties acknowledge that certain other amendments to the Services may be required or desirable, from time to time.
- (b) In this Agreement, “**Negotiated Services Amendments**” mean any amendment, change or modification in the Services, the schedule for performing the Services, or the cost or budget for performing the Services, that are agreed upon by the parties using the process set out in this Article 4. Without limiting the foregoing, Negotiated Services Amendments include changes or modifications:
 - (i) to the Fees for performing the Services;
 - (ii) to increase or decrease the authorized number of children/youth permitted at the Care Setting;
 - (iii) to change the location of the Care Setting; and
 - (iv) that are expressly specified in this Agreement as being subject to **Schedule H (Agreement and Services Amendment Processes)**.

For greater certainty, the process for Negotiated Services Amendments is separate from the process for Ordinary-Course Services Amendments and Mandatory Amendments.

4.2 Amendment Request Process

The following process will apply to Negotiated Services Amendments and, subject to section 4.3, Time Sensitive Services Amendments (as defined below):

- (a) The Director or the Service Provider may request a Negotiated Services Amendment by submitting a written request (a “**Request**”) to the other party, which will include all relevant information reasonably required for the proper consideration of the requested amendment(s).
- (b) If requested by the party receiving the Request, the parties will within ten (10) Business Days after such request, meet through the Relationship Management Process to clarify and provide further information regarding the proposed Negotiated Services Amendment.
- (c) Within ten (10) Business Days of the receipt of a Request or, if a meeting has been held pursuant to the subsection above within ten (10) Business Days of that meeting (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Request), the Service Provider will prepare and submit to the Director an amendment form (the “**Form**”) in accordance with subsection 4.2(d).
- (d) Each Form must be in the form established by the Director from time to time, and include a detailed description of the proposed pricing (including any options regarding scope and functionality with associated pricing options), as well as the impact of, and any associated risk resulting from, the proposed Negotiated Services Amendment, including with respect to the following matters, as appropriate:
 - (i) Fees and any other amounts to be paid by the Director;
 - (ii) the performance and use of the Services, including any impacts on health and safety of a child/youth or the public;
 - (iii) schedule of the delivery of both existing and future Services;
 - (iv) the protection of Personal Information; and
 - (v) any other information related to this Agreement or the affected Services that may be impacted by the proposed amendments.
- (e) Unless otherwise agreed by the Director, all pricing included in a Form must be completed in accordance with the requirements set out in **Schedule F (Fees and Payment Model)**.
- (f) The Director will evaluate and respond to a Form within ten (10) Business Days of receipt (or such longer period as the parties may agree acting reasonably and having regard to the nature and complexity of the proposed amendment(s)). The Director may, but will not be obliged to, accept all or any part of a proposed amendment(s) set out in the Form. Upon execution by the Director, the Form (including any agreed amendments thereto) will become an “**Approved Amendment Form**”, and will be binding upon the parties.
- (g) The Service Provider will not reject a Request initiated by the Director unless:
 - (i) the Service Provider is unable to make the proposed amendment(s) contemplated by the Request as a result of any impediments that are commercially unreasonable to overcome; or
 - (ii) the amendment(s) set out in the Request will result in a material adverse effect on the Service Provider’s ability to comply with its obligations regarding the safety and wellbeing of a child/youth, or any other material terms or conditions of this Agreement (each an “**Adverse Impact**”).

If the Service Provider believes that any Request initiated by the Director will result in an Adverse Impact, the Service Provider will request a meeting with the Director in accordance with subsection 4.2(b), and will, in advance of that meeting, provide the Director with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Request or means of mitigating the effects of the Adverse Impact. If the Director requires that the Request be implemented as requested notwithstanding the Adverse Impact, then the impact of the Request, including the Fees and the Service Provider's affected obligations under this Agreement, and the preparation of the Form, will be addressed through the Relationship Management Process.

- (h) If the Service Provider has rejected a Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Request, then, notwithstanding any Adverse Impact, the Director may direct the Service Provider to, and the Service Provider will, implement the amendment(s) described in the Request and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

4.3 Time Sensitive Services Amendments

The parties acknowledge that, from time to time, the Director may make a Request that is time sensitive and must be processed on a timeline faster than set out in Section 4.2 above, and, on occasion, within hours of an issue or pressing need arising (each a "**Time Sensitive Services Amendment**"). In such circumstances, the overall process set out in Section 4.2 shall apply, except that:

- (a) the Director may create the Form;
- (b) the process will be conducted on the timelines agreed to by the parties; and
- (c) discussions and negotiations may be conducted informally as needed given the time-sensitivity; except that, notwithstanding the informality, Time Sensitive Services Amendments will be effective when the Form for that change is approved in writing by the Director and the Service Provider, and the parties will, if deemed necessary by the Director, as soon as possible thereafter, prepare and execute a Form.

4.4 Implementation of Approved Amendment Forms

Unless otherwise expressly agreed in the Approved Amendment Form, the Service Provider will be solely responsible for implementing the Negotiated Services Amendment described in the Approved Amendment Form. The Service Provider will use all reasonable means to minimize disruption to the use and delivery of the Services. The cost of implementing the Negotiated Services Amendment will be borne as agreed in the Approved Amendment Form, or as otherwise provided in this Agreement.

4.5 Amendment of this Agreement

Each Approved Amendment Form will constitute an amendment to this Agreement. This Agreement will be interpreted as amended by the Approved Amendment Form from and after the effective date set out in the Approved Amendment Form, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

5. Record of Amendments

The parties will jointly maintain an accurate and complete record of all amendments contemplated in this **Schedule H (Agreement and Services Amendment Processes)**, including all Requests, Ordinary-

Course Services Amendments, Mandatory Amendments, Approved Amendment Forms, and any approved Time-Sensitive Services Amendments. Such records will be maintained in such form as the parties may agree pursuant to **Schedule G** (*Governance, Stewardship and Relationship*). The parties will cooperate to make corrections to such records as may be reasonably requested to ensure that the record of all amendments is accurate and complete, in all material respects throughout the Term. The parties will jointly monitor and manage the deadlines related to each amendment.

6. Other Amendments

The parties agree that changes, modifications, or amendments to any part of this Agreement that are not Negotiated Services Amendments, Time Sensitive Services Amendments, Ordinary-Course Services Amendments, or Mandatory Amendments, will require a written amendment to this Agreement executed in accordance with section 23.6 (Amendment) of the Agreement.

SCHEDULE I – INSURANCE

1. The Service Provider must, without limiting the Service Provider's obligations or liabilities and at the Service Provider's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Director:
 - 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) Professional Liability in an amount not less than \$2,000,000.00 per claim, insuring the Service Provider's (or Subcontractors') liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.
 - c) Automobile Liability on all vehicles owned, operated or licensed by the Service Provider (or Subcontractor) in an amount not less than \$2,000,000 per occurrence, and where applicable the Service Provider may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
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 Service Provider must provide the Director with evidence of all required insurance as follows:
 - a) within 10 Business Days of commencement of the Services, the Service Provider must provide to the Director 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 Service Provider 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 Director at any time, the Service Provider must provide to the Director certified copies of the required insurance policies within ten (10) Business Days of being requested to do so.
4. The Service Provider must obtain, maintain and pay for any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Service Provider's sole discretion.

SCHEDULE J – PRIVACY PROTECTION

Definitions

1. In this Schedule,
 - (a) “**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;
 - (b) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province;
 - (c) “**provider of services**” means a person retained under a contract to perform services for a public body, including, without limitation, the Service Provider (as defined in **Schedule A (Definitions)**) and any other person who comes under the definition of “service provider” in FOIPPA;
 - (d) “**public body**” means “public body” as defined in FOIPPA;
 - (e) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which FOIPPA applies; and
 - (f) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the CFCSA or FOIPPA applies, if that disclosure, production or access is not authorized by CFCSA or FOIPPA.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Director to comply with the Director’s statutory obligations under FOIPPA with respect to:
 - (i) creation, maintenance, retention and final disposition of the Director’s Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to FOIPPA and the CFCSA.
 - (b) ensure that, as a provider of services, the Service Provider is aware of and complies with the Service Provider’s information management and protection (records, privacy and security) obligations under FOIPPA with respect to:
 - (i) the Director’s Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Acknowledgements

3. The Service Provider acknowledges and agrees that:

- (a) it is a provider of services and, as such, the requirements and restrictions established by Part 3 of FOIPPA apply to the Service Provider in respect of Personal Information;
- (b) unless the Agreement otherwise specifies, all Personal Information in the Custody of the Service Provider is and remains under the Control of the Director; and
- (c) unless the Agreement otherwise specifies or the Director otherwise directs in writing, the Service Provider may only collect, use, disclose or store Personal Information that relates directly to and is necessary for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Director otherwise directs in writing, the Service Provider may only collect or create Personal Information that relates directly to and is necessary for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
- 5. The Service Provider must collect Personal Information directly from the individual the information is about unless:
 - (a) the Director provides Personal Information to the Service Provider;
 - (b) the Agreement otherwise specifies; or
 - (c) the Director otherwise directs in writing.
- 6. Where the Service Provider collects Personal Information directly from the individual the information is about, the Service Provider must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Director to answer questions about the Service Provider's collection of Personal Information.

Privacy Training

- 7. The Service Provider must ensure that each individual who will provide Services under the Agreement that involve the access, collection or creation of Personal Information will complete, at the Service Provider's expense, the privacy course prior to that individual providing those Services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Service Provider or the Director to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Service Provider receives a request for access to information from a person other than the Director, the Service Provider must promptly advise the person to make the request to the Director unless the Agreement expressly requires the Service Provider to provide such access. If the Director has advised the Service Provider of the name or title and contact information of an official of the Director to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Director to correct or annotate any Personal Information, the Service Provider must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Director must advise the Service Provider of the date the correction request was received by the Director in order that the Service Provider may comply with section 13.
13. Within 5 Business Days of correcting or annotating any Personal Information under section 11, the Service Provider must, if directed by the Director, provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Director, the Service Provider disclosed the information being corrected or annotated.
14. If the Service Provider receives a request for correction of Personal Information from a person other than the Director, the Service Provider must promptly advise the person to make the request to the Director and, if the Director has advised the Service Provider of the name or title and contact information of an official of the Director to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Service Provider must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or Disposal, including without limitation by ensuring that the integrity of the Personal Information is preserved, and by complying with the Policies and Standards that pertain to information security. Without limiting the general nature of the foregoing sentence, the Service Provider will ensure that all Personal Information is securely segregated from any information under the Control of the Service Provider or third parties to prevent unintended mixing of Personal Information with other information or access to Personal Information by unauthorized persons and to enable Personal Information to be identified and separated from the information of the Service Provider or third parties.

Storage of and Access to Personal Information

16. The Service Provider must comply with the requirements under FOIPPA concerning storage of Personal Information outside of Canada, including, if required by the Director, by supporting the Director with completion of such assessments as may be required by Applicable Laws.
17. The Service Provider must not change the location where Personal Information is stored without receiving prior authorization of the Director in writing.

18. Without limiting any other provision of the Agreement, the Service Provider will implement and maintain an access log documenting all access to Personal Information, including a list of all persons that access any Personal Information. The Service Provider will provide a copy of the access log to the Director upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Service Provider must retain Personal Information until directed by the Director in writing to Dispose of it or deliver it as specified in the direction.
20. If the Service Provider 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 Service Provider 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) Dispose the information when the information is no longer required for the purpose for which it was disclosed.

Use of Personal Information

21. Unless the Director otherwise directs in writing, the Service Provider may only use Personal Information if that use is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Director otherwise directs in writing, the Service Provider must not anonymize, aggregate or otherwise alter or modify Personal Information, including by converting Personal Information into non-Personal Information, or analyze Personal Information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from Personal Information.

Metadata

22. Where the Service Provider has or generates metadata as a result of Services provided to the Director, where that metadata is Personal Information, the Service Provider will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or Dispose individual identifiers, if practicable.

Disclosure of Personal Information

23. The Service Provider must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's/youth'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 Service Provider may disclose Personal Information relating to the child or the child's/youth's family, on a strictly Need-to-Know basis, to persons who are involved with supervising, teaching or caring for the child, as directed by the Director.

24. The Service Provider 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.
25. Unless the Director otherwise directs in writing, the Service Provider may only disclose Personal Information to any person other than the Director if the disclosure is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
26. If in relation to Personal Information, the Service Provider:
- (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Service Provider knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a third-party request for disclosure,
- subject to section 27, the Service Provider must immediately notify the Director.
27. If the Service Provider receives a third-party request described in section 26(a) or (b) but is unable to notify the Director as required by section 26, the Service Provider must instead:
- (a) use its best efforts to direct the party making the third-party request to the Director;
 - (b) provide the Director with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of Personal Information by the Director as a public body under FOIPPA,
 - (ii) the application of FOIPPA to the Service Provider as a service provider to the Director,
 - (iii) the conflict between FOIPPA and the third-party request, and
 - (iv) the potential for the Service Provider to be liable for an offence under FOIPPA or the CFCSA as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

28. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.5 of FOIPPA, if the Service Provider knows that there has been an unauthorized disclosure of Personal Information, the Service Provider must immediately notify the Director.

Compliance with FOIPPA, CFCSA and Directions

29. The Service Provider must in relation to Personal Information comply with:
- (a) the requirements of CFCSA and FOIPPA applicable to the Service Provider as a provider of services, including any regulation made under CFCSA and FOIPPA and the terms of this Schedule; and
 - (b) any direction given by the Director under this Schedule.
30. The Service Provider acknowledges that it is familiar with the requirements of CFCSA and FOIPPA governing Personal Information that are applicable to it as a provider of services.
31. The Service Provider will provide the Director with such information as may be reasonably requested by the Director to assist the Director in confirming the Service Provider's compliance with this Schedule.

Notice of Non-Compliance

32. If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Service Provider must promptly notify the Director of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

33. In addition to any other rights of termination which the Director may have under the Agreement or otherwise at law, the Director may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to "**Service Provider**" in this Schedule includes Service Provider Personnel, any Subcontractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such Service Provider Personnel, Subcontractors and agents comply with the requirements of FOIPPA applicable to them.
36. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
37. If a provision of the Agreement (including any direction given by the Director under this Schedule) conflicts with a requirement of FOIPPA or the CFCSA, including any regulation made under FOIPPA or the CFCSA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
38. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

39. Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA or the CFCSA.

SCHEDULE K – TRANSITION-IN SERVICES

1. Overview

1.1 The purpose of this Schedule is to describe the structured program by which the Service Provider, which was providing services to the Province under a separate agreement prior to entering into this Agreement, will arrange its operations and facilities to transition its business practices and procedures to comply with the requirements of this Agreement.

2. Transition-In Services

2.1 On and from the Effective Date, the Service Provider will use commercially reasonable efforts to perform the EC Services in compliance with the terms and conditions of this Agreement.

2.2 Notwithstanding the foregoing, the Director acknowledges that the Service Provider may require a period of time to transition its current practices and procedures into compliance with this Agreement. Accordingly, the Service Provider will design and implement a project management program to bring its practices and procedures relating to the EC Services into full compliance with this Agreement, including as set out in Table 1 below (all such activities, the “**Transition-In Services**”), within 18 months from the Effective Date (the “**Transition-In Period**”).

2.3 Within sixty (60) days following the Effective Date (or such later date approved by the Director in writing), the Service Provider will submit a plan to the Director setting out its approach to performing the Transition-In Services (the “**Transition-In Plan**”), including the tasks and activities it will perform and the dates by which those tasks and activities will be completed. The Service Provider will use the template plan set out in the Policies and Standards to develop its Transition-In Plan.

2.4 The Service Provider will:

- (a) perform the Transition-In Services in accordance with the Transition-In Plan; and
- (b) complete the Transition-In Services and other milestones described in the Transition-In Plan by the corresponding date set out in the Transition-In Plan.

3. Compliance and Reporting

3.1 As a part of the Transition-In Plan, the Service Provider will report to the Director every 60 days following the Effective Date on its compliance for each of the components of the Agreement listed in Table 1 below. The Service Provider’s compliance with such components is a binary measure, to be reported by the Service Provider and assessed by the Director as either “compliant” or “non-compliant”.

Table 1

Category	Item
Staffing	The Service Provider employs Service Provider Personnel in accordance with the Staffing Model in Schedule D (Personnel Requirements) .
	The Service Provider pays Service Provider Personnel wages in accordance with the Staffing Model in Schedule D (Personnel Requirements) .
	The Service Provider ensures that Service Provider Personnel, and Subcontractors (if needed), meet expectations and perform their duties as described in Schedule D (Personnel Requirements) .

Category	Item
	The Service Provider ensures that Service Provider Personnel, and Subcontractors (if needed), have the qualifications and training as described in Schedule D (Personnel Requirements) .
Care Setting	The Care Setting meets the size and quality requirements as described in Schedule B (Services) , Schedule F (Fees and Payment Model) and the Policies and Standards.
	The Service Provider has access to the necessary technology to perform the EC Services and uses the SHSS Service Provider Portal as required.
Care Planning	The Service Provider facilitates and actively participates in care planning through the SHSS Service Plan and any other plans described in Schedule B (Services) and Schedule C (Outcomes Architecture and Performance Management) .
Reporting	The Service Provider complies with the reporting requirements as set out in this Agreement and the Policies and Standards, and otherwise as directed by the Director.
Additional Supports	The Service Provider ensures Supplemental Supports are available as required.
	The Service Provider ensures Clinical Consultation is available as required.
Care Provision	The Service Provider ensures the EC Services are performed in accordance with Schedule B (Services) .
Operational Cost Structure	A revised budget that has been agreed to and implemented by the parties which complies with the standardized funding structure set out in Schedule F (Fees and Payment Model) and the Policies and Standards.

3.2 Where any of the items in Table 1 above are reported by the Service Provider or assessed by the Director as being “non-compliant”, the Service Provider will, in consultation with the Director, review and, as necessary, update its Transition-In Plan to include a revised approach to achieving compliance with such items prior to the end of the Transition-In Period.

3.3 The Service Provider will comply with:

- (a) more than 50% of the items listed in Table 1 within 12 months of the Effective Date; and
- (b) 100% of the items in Table 1 before the end of the Transition-In Period.

Failure to meet the above milestones will be treated as an Event of Default.

3.4 For the purposes of section 8 of **Schedule B (Services)**, the Service Provider is not required to include the “Identified Areas of Improvement” in its the Continuous Improvement Plan (CIP) until the Director deems the Service Provider to be compliant with 100% of the items in Table 1. Following the completion of the Transition-In Period, the Service Provider will update its CIP to include a section on “Identified Areas of Improvement” within 3 months, and will submit a copy of such updated CIP to the Director.

- 3.5 At monthly intervals from the Effective Date, the Service Provider will provide both a written status update and a meeting status update, each in the form required by the Director, to update the Director on progress towards completing the Transition-In Plan and any risks to its ability to meet the Assumption of Service Date.

4. Completion of Transition-In Services

- 4.1 The Service Provider will:

- (a) complete all Transition-In Services, including all deliverables and milestones set out in the Transition-In Plan; and
- (b) provide all Services,

by the “**Assumption of Service Date**” set out in the Transition-In Plan. For clarity, eligibility criteria vary across the Service categories and the specific type of services offered are made available depending on the assessed needs of the child/youth and their families and therefore may not all be provided by the Service Provider on the Assumption of Service Date.

5. Legacy Costs

- 5.1 During the Transition-In Period, the Service Provider may apply to the Director for additional funding under this Agreement for certain costs that the Service Provider was incurring in relation its previous agreement with the Province and for which it was reimbursed under that previous agreement (the “**Legacy Costs**”). Upon the Director’s approval of such application, which may approved or rejected in the Director’s sole discretion, the Director will pay such Legacy Costs to the Service Provider as One-Time Only Expenses at the frequency determined by the Director (e.g. lump sum, monthly, quarterly, etc.). Unless such Legacy Costs are considered “administrative costs” under the Ministry’s Financial Reporting and Management Requirements for Ministry of Children and Family Development Staff and Contractors or as otherwise determined by the Director in their sole discretion, an Administration Fee of 10% will be applied to Legacy Costs.

SCHEDULE L – EXIT MANAGEMENT

1. Overview

- 1.1 The purpose of this Schedule is to describe the Exit Management Services (as defined below) and set out the terms and conditions applicable to the Service Provider's performance of those services.

2. Exit Management Services

- 2.1 With respect to any Terminated Services, the "**Exit Management Services**" are comprised of any or all of the following materials and services, to be provided when and as requested by the Director:

- (a) cooperation with and assistance to the Director and/or an Other Service Provider in order to facilitate the transition of the Terminated Services to the Director and/or to the Other Service Provider, as designated by the Director, in an orderly, effective and efficient manner;
- (b) participation in the knowledge transfer activities contemplated in Article 8 of the Agreement;
- (c) providing to the Director all such information as may be requested by the Director in order to ensure the efficient transition of the Terminated Services (or any of them) from the Service Provider to the Director and/or to one or more Other Service Provider(s), including responses to any questions from the Director and/or any Other Service Provider(s) regarding the Terminated Services;
- (d) providing to the Director copies of all records and relevant Service Provider Records in electronic format, hard copy or both, as may be requested by the Director including a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services;
- (e) providing a current listing of all Subcontractors involved in the provision of the Terminated Services and a description of their roles and responsibilities, copies of their Subcontracts (to the extent not previously provided to the Director) and, if requested by the Director, the assignment to the Director and/or to the Other Service Provider designated by the Director, of any or all of the Subcontracts;
- (f) assistance with the provision of training for those persons designated by the Director who will be assuming responsibility for the Terminated Services;
- (g) assistance with the transfer of any Dedicated Assets purchased by the Director and/or the Other Service Provider in accordance with section 20.4 of the Agreement;
- (h) an Exit Plan, as defined and described in section 3.1 of this **Schedule L**;
- (i) continuity of the Terminated Services and other Services, as described in section 4 of this **Schedule L**; and
- (j) such other services and materials as may be agreed to in the Exit Plan.

3. Exit Plan

- 3.1 Within sixty (60) days of request from the Director, the Service Provider will develop and deliver a detailed plan for the transition of any Terminated Services from the Service Provider to the Director

and/or to one or more Other Service Provider(s) (the “**Exit Plan**”). The Exit Plan will be subject to the Director’s review and approval.

3.2 Without limitation, an Exit Plan must set out in detail the specific tasks to be accomplished by each party during the Exit Period for the Terminated Service(s), and a schedule pursuant to which the tasks are to be completed. The Exit Plan may include the disposition of property, other than real property, purchased solely with funds from the Director; and the Service Provider’s obligations to the Director and others and will be informed by, but not limited to, the following considerations:

- (a) whether the Service Provider will continue to provide contracted services for the Director;
- (b) whether any Dedicated Assets can be used by an Other Service Provider for the benefit of a child and youth;
- (c) the value of the Dedicated Assets;
- (d) whether or not the Service Provider is intending to continue to remain in business providing services for children and youth;
- (e) any rental or lease obligations of the Service Provider;
- (f) the Service Provider’s obligations to union and non-union employees;
- (g) the impact of the Terminated Services on children and youth; and
- (h) retention and/or Disposal of the Director’s Records.

The parties will monitor the performance of the Exit Management Services and the Exit Plan on a regular basis. The parties agree to provide to each other such reasonable information and assistance as may be required to create, revise, update and successfully execute the Exit Plan.

4. Exit Period

4.1 The Service Provider will provide the Exit Management Services during the period commencing upon the date of the Director’s written request for Exit Management Services, and terminating upon the earlier of:

- (a) the completion of the Exit Management Services;
- (b) any termination date specified by the Director in their request for Exit Management Services; or
- (c) subject to the next paragraph, within twelve (12) months from the expiry or earlier termination of this Agreement,

(the “**Exit Period**”).

Notwithstanding the foregoing, if the Director is unable to complete the transition of the Services to the Director and/or an Other Service Provider, as the case may be, by the end of Exit Period, then upon not less than thirty (30) days prior written notice to the Service Provider, the Director may elect to extend the Exit Period for up to six (6) months.

4.2 Unless otherwise directed by the Director, the Service Provider will continue to provide the Terminated Services, as well as all Services that have not been terminated, during the applicable Exit Period. The

level of performance of the Terminated Services and any other Services by the Service Provider during the Exit Period must be focused on the achievement of the Intended Outcomes and meet the applicable Performance Standards then in effect, unless otherwise agreed between the parties in the Exit Plan. All applicable provisions of this Agreement will remain in effect during the Exit Period.