



Req # 3710 + 3714

The information requested on this EIA25 is collected for the purpose of approving new contract commitments and amending existing contract commitments. The original contract (not a copy) must accompany the approved EIA25 to the Data Entry Clerk at least three weeks prior to the first payment being made.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE THE CONTRACT/CONTRIBUTION UNDER EXISTING POLICY.

CONTRACT NUMBER		CATEGORY CODE	CONTRACT MANAGER	AREA CODE/TELEPHONE
c	eap	46302 09 3159	Judy Brown	604 586-2995
ZZ.ZZ03				
ORIGINATING OFFICE				
1800 - 13450 102 Avenue, Surrey, BC V3T 5X3				

NAME OF PAYEE/CONTRACTOR	CONTACT NAME	AREA CODE/TELEPHONE
Elizabeth Fry Society of Greater Vancouver	Shawn Bayes	604 520-1166
CONTRACTOR'S BILLING ADDRESS	CITY/TOWN	POSTAL CODE
Suite 103 - 237 E. Columbia Street	New Westminster, BC	V3L 3X1

CONTRACT SELECTION PROCESS ☐ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/> SELECTED FROM PRE-QUALIFICATION LIST - RFQ # _____ RSA # _____
<input checked="" type="checkbox"/> REQUEST FOR PROPOSAL - RFP #46300-04. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> INVITATION TO QUOTE - ITQ # _____. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/> DIRECT AWARD <input type="checkbox"/> UNDER \$25,000 <input type="checkbox"/> OVER \$25,000. - Confirm DM Pre-Approval completed <input type="checkbox"/> - Notice of Intent Posted - NOI # _____ <input type="checkbox"/> (Under \$50,000 Notice of Intent suggested; over \$50,000 Notice of Intent required.)
DIRECTLY AWARDED WITHOUT COMPETITIVE PROCESS WHERE ONE OF THE FOLLOWING EXCEPTIONAL CONDITIONS APPLIES AS DESCRIBED IN CORE POLICY MANUAL, CHAPTER 6.3.2. CHECK APPROPRIATE BOX AND PROVIDE AN EXPLANATION:
<input type="checkbox"/> PUBLIC SECTOR ORGANIZATION <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNFORESEEABLE EMERGENCY <input type="checkbox"/> CONFIDENTIALITY <input type="checkbox"/> SECURITY ISSUE
EXPLANATION: _____
xx MODIFICATION Justification: Extend contract for 4 months pending dollar increase to contract

TERMS OF CONTRACT/CONTRIBUTION ☒ NEW XX ☐ MODIFICATION #_1_

ORIGINAL CONTRACT START DATE	ORIGINAL CONTRACT END DATE	ORIGINAL CONTRACT AGGREGATE
January 1, 2009	December 31, 2009	\$ 266,760.00
DESCRIPTION OF SERVICES		
Third Party Administration		
EXISTING CONTRACT END DATE (IF PREVIOUSLY MODIFIED, ENTER DETAILS OF LAST MOD)	EXISTING CONTRACT AMOUNT (+/-)	EXISTING CONTRACT AGGREGATE
		\$
NEWLY MODIFIED END DATE	NEW MODIFICATION AMOUNT (+/-)	NEWLY MODIFIED AGGREGATE
April 30, 2010	\$88,920.00	\$ \$355,680.00
DESCRIPTION OF CHANGE TO CONTRACT		
Commitment for FY11		

FISCAL BREAKDOWN

CURRENT CONTRACT AGGREGATE	FUTURE FISCAL(S) AMOUNT	PREVIOUS FISCAL(S) AMOUNT	TOTAL CURRENT FISCAL AMOUNT
\$ 355,680.00	= \$22,230.00	+ \$ 66,690.00	+ \$266,760.00
TOTAL CURRENT FISCAL AMOUNT EQUALS THE CURRENT FISCAL AMOUNT FROM LINES 1, 2 AND 3			
LINE 1: FEES	RESP	46302	SR LINE 50906 STOB 8001 FISCAL AMOUNT \$ 266,760.00 +
	PROJ		REQUISITION No.
LINE 2: EXPENSES	RESP		SR LINE STOB FISCAL AMOUNT \$ +
	PROJ		REQUISITION NO.
LINE 3	RESP		SR LINE STOB FISCAL AMOUNT \$ +
	PROJ		REQUISITION NO.
SEE FOLLOWING PAGE FOR LIST OF PGO PROCUREMENT PROCESS CODES, AIT EXCLUSION CODES AND PO CLASS AND DESCRIPTION. PLEASE ENSURE PC AND AIT CODES WILL REMAIN THE SAME AFTER ANY MODIFICATIONS.			
PGO PROCUREMENT PROCESS CODE #	PGO AIT EXCLUSION CODE #	PGO PO CLASS/DESCRIPTION	
100	300	Third Party Administration	

EXPENSE AUTHORITY

I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES.		
EXPENSE AUTHORITY NAME	SIGNATURE	DATE SIGNED
Judy Brown		January 15, 2010
OCG SUPPLIER AND SITE NUMBER	CONTRACT ADMINISTRATOR NAME	

MODIFICATION AGREEMENT

Contract # ceap46302093159
Modification # 1

This AGREEMENT dated for reference the 21st day of December, 2009.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province,")

AND:

The Elizabeth Fry Society of Greater Vancouver
#103-237 E. Columbia Street
New Westminster, British Columbia V3L 3X1

(the "Contractor,")

BACKGROUND

- A. The parties entered into an agreement, Contract No. ceap46302093159 dated January 1, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) The term of the Agreement is modified to end on **April 30, 2010**.
- (2) Schedule "A" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at **January 1, 2010**.
- (3) 1.0 Term of Schedule "A" of the Agreement is deleted and the following substituted: This Agreement will start on **January 1, 2010** and end on **April 30, 2010** inclusive (the term).
- (4) Schedule "B" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at **January 1, 2010**.

- (5) 1.01 of Schedule "B" of the Agreement is deleted and the following substituted:
Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$355,680.00** under this Agreement.
- (6) 1.04 of Schedule "B" of the Agreement is deleted and the following substituted:
Payments will comprise of a monthly sum of \$22,230.00 for the months in which the Services are being provided from **January 1, 2010 to April 30, 2010.**

SIGNED AND DELIVERED on the 31 day of DECEMBER, 2009 on behalf of the Province by its duly authorized representative:

Signature 

Print Name L. BOULÉ

SIGNED AND DELIVERED on the 21st day of DECEMBER, 2009 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name SHAWN BAYES

SCHEDULE "A"

SERVICES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at **January 1st, 2010**

1.0 TERM

This Agreement will start on **January 1st, 2010** and end on **April 30th, 2010**, inclusive (the 'Term').

2.0 SERVICES

The Contractor will provide Third Party Administration Services (TPA) as follows:

- 2.01 Provide TPA services in the following Region 3 geographic areas and communities, for up to the indicated number of Ministry clients per month:

Geographic Area	Primary Community	Number of clients
Region 3 - West	Burnaby	50
	Coquitlam / Port Coquitlam / Maple Ridge	50
	New Westminster	40
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85
	Surrey South: South Surrey, Langley, Newtown, Delta	60
Total clients		285

- 2.02 Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
- those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises.

Referrals to the Contractor will be in writing from the Ministry worker. The written referral will be preceded by telephone referral from the worker to the designated Contractor liaison.

- 2.03 Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources
- 2.04 Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. Assistance will be disbursed in accordance with the Third Party Administration procedures developed by the Contractor. Changes to these procedures will be done in consultation with the Business Strategy Administrator.

Cheques will only be released to clients with two (2) pieces of appropriate identification. Examples of appropriate identification include:

- a) Driver's Licence
- b) BC Identification card
- c) Passport
- d) Social Insurance Card
- e) BirthCertificate/Baptismal Certificate
- f) Citizenship or Immigration Documents
- g) Offender ID Card issued by Corrections Canada
- h) Native Status Card with Photo

All decisions regarding eligibility for BCEA are the responsibility of the Ministry.

- 2.05 Assist clients referred by the Ministry to:
 - Develop better financial management skills,
 - Develop life skills; more appropriate behaviours within community,
 - Access appropriate community resources.
- 2.06 Assist clients in obtaining proper identification and other documents, when required by the Ministry. The Contractor will assist clients in completing the "Request for Continued Assistance" (HSD0081) and ensure its return to the appropriate EAO by the 5th of the following month.
- 2.07 Jointly review each client's progress with the appropriate Ministry EAO Supervisor or designate at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services
- 2.08 Track all cheques received from the Ministry and distribute to clients in a manner consistent with good accounting principles.
- 2.09 Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures.
- 2.10 Provide services to clients referred by MHSD designated staff as follows:
 - Service will be provided primarily in the following identified communities, but may include other areas as required and determined by the Ministry;
 - All clients will be able to access telephone service through the Contractor's main switchboard number 604-520-1166 or 1-888-879-9593 during hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30pm; calls will be routed to program staff in the appropriate community office or cellular phone;
 - Service at hosted sites will be provided by the Contractor one day per week for cheque administration and client meetings. Document drop-off and faxing to the centralized location in New Westminster would be provided at the hosted site all other days during the week;

- Face-to-Face Service will be available at all sites, in the identified communities, on Wednesday of Cheque Issue week;
- In instances where the Contractor is unable to release Ministry issued emergency funds to a client on a timely basis, the Contractor will contact the Business Strategy Administrator or designate, to notify them;
- All clients will have direct access on a drop-in basis, during hours of operation to the centralized location; Suite 103 – 237 East Columbia Street, New Westminster; and:

Face-to-Face service will be provided in each community as follows:

Burnaby:

- Service to clients in Burnaby will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Burnaby Baptist Fellowship, 5525 East Hastings Street, Burnaby; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

New Westminster:

- Service to clients in New Westminster will be provided through one location:
 - Suite 103 – 237 East Columbia Street, New Westminster

Port Coquitlam, Maple Ridge:

- Service to clients in Coquitlam, Port Coquitlam, and Maple Ridge will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Arcus Community Resources, 22320 119th Avenue, Maple Ridge; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

Surrey North:

- Service to clients in the geographic areas of Guildford, Fleetwood, and Whalley will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - 14649 108th Avenue, Surrey

Surrey South:

- Service to clients in the geographic areas of South Surrey, Langley, Newton, Delta will be provided service through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Newton Advocacy Group Society, 13588 88th Avenue, Surrey; and

- Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

- 2.11 Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm, based on the need of each geographic area and community, unless otherwise negotiated by Contractor and the Business Strategy Administrator, Business Strategy Manager or Ministry designate.
- 2.12 Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than January 31st, 2009.
- 2.13 The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than January 31st, 2009.

3.0 PERFORMANCE REQUIREMENTS AND PERFORMANCE STANDARDS

- 3.01 The Contractor agrees to the following Performance Requirements and related Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> • Accept referrals from the Ministry 	<ul style="list-style-type: none"> • Referrals are accepted within 24 hours. • Ministry is advised if a client is accepted or not; if not the reason why:
<ul style="list-style-type: none"> • Administration of BCEA 	<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry. • Ensure documents are sent to the Ministry and/or to the clients in a timely manner. • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required.

<ul style="list-style-type: none"> Assess client needs and assist clients in accessing appropriate community resources. Assist clients with mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours within the community. 	<ul style="list-style-type: none"> Client needs are assessed and clients are connected with community resources, where appropriate. Client progress is reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> Assist clients to develop better financial management skills, where needed. 	<ul style="list-style-type: none"> Client progress reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> Act as liaison between the Ministry and the client. Assist in obtaining required identification and other documents, when required. 	<ul style="list-style-type: none"> Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker.
<ul style="list-style-type: none"> Maintain appropriate facilities and staffing. 	<ul style="list-style-type: none"> Service delivery site is located in the primary community in which the service is to be provided. Site is easily accessible by those using public and private transportation. Site is located within walking distance of public transportation. Site is accessible to persons with physical disabilities. Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm. Site provides for client and staff safety and security. Security in place at site for protection of property and client information. Criminal record reviews as required by the Criminal Records Review Act will be obtained for staff delivering the Program to minors. These reviews will meet the standards under the Criminal Record Review Act.
<ul style="list-style-type: none"> Maintain appropriate administrative requirements. 	<ul style="list-style-type: none"> Written Business Continuation Plan in place. Written Risk Management Plan in place. Required reports submitted to the Ministry on time. Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". Appropriate financial tracking documentation maintained, in accordance with standard accounting practices.

4.0 REPORTING

4.01 By the 15th of each month the Contractor will provide a report to the Business Strategy Administrator, on the previous month's Services for each of the primary communities in which TPA Services are provided, and a roll up for each geographic area.

The report for each community will include:

- a) List of clients by office codes and caseloads
 - Number of:

- Active clients at the beginning of the month,
- Clients referred for TPA services,
- Clients no longer requiring service,
- Clients transferred,
- Clients at the end of the month,
- Clients reviewed for return to EAO:
 - i. Number of clients reviewed,
 - ii. Number of clients deemed suitable and ready to return to EAO,
 - iii. Number of clients accepted back by EAO,
 - iv. Number of clients not accepted back by EAO and reasons why.

4.02 Maintain records of all clients participating in the Program and provide a monthly report to Ministry. The report will include numbers of clients served and the referring Ministry EAO's, and may include other information related to the Program as requested by the Ministry. Where administration of services for a client is discontinued, reasons for discontinuation will be provided to the Ministry.

SCHEDULE "B"

FEES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at **January 1st, 2010**

1.0 PAYMENTS

- 1.01 Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$355,680.00** under this Agreement.
- 1.02 Payments will be made monthly upon receipt of an original invoice and monthly statistical reports.
- 1.03 Monthly payments will not be made unless and until the Contractor has complied with all monthly reporting obligations as set out in paragraph 4 of Schedule "A" to this Agreement.
- 1.04 Payments will comprise of a monthly sum of \$22,230.00 for the months in which the Services are being provided from **January 1st, 2010 to April 30th, 2010.**

	Primary Community	Number of clients	Total Monthly Amount	Total Yearly Allocation
Region 3 - West	Burnaby	50	\$3,900.00	\$46,800.00
	Port Coquitlam / Maple Ridge	50	\$3,900.00	\$46,800.00
	New Westminster	40	\$3,120.00	\$37,440.00
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85	\$6,630.00	\$79,560.00
	Surrey South: South Surrey, Langley, Newtown, Delta	60	\$4,680.00	\$56,160.00
Total clients		285	\$22,230.00	\$266,760.00

- 1.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold payment(s) if the Contractor fails to provide the Services or any other obligations as set out in the Agreement.

The information requested on this EIA25 is collected for the purpose of approving new contract commitments and amending existing contract commitments. The original contract (not a copy) must accompany the approved EIA25 to the Data Entry Clerk at least three weeks prior to the first payment being made.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE THE CONTRACT/CONTRIBUTION UNDER EXISTING POLICY.

CONTRACT NUMBER				CATEGORY CODE	CONTRACT MANAGER	AREA CODE/TELEPHONE	
c	eap	46302	09	3159	ZZ.ZZ03	Judy Brown	604 586-2995
ORIGINATING OFFICE							
1800 – 13450 102 Avenue, Surrey, BC V3T 5X3							
NAME OF PAYEE/CONTRACTOR					CONTACT NAME	AREA CODE/TELEPHONE	
Elizabeth Fry Society of Greater Vancouver					Shawn Bayes	604 520-1166	
CONTRACTOR'S BILLING ADDRESS					CITY/TOWN	POSTAL CODE	
Suite 103 – 237 E. Columbia Street					New Westminster, BC	V3L 3X1	

CONTRACT SELECTION PROCESS ☐ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/> SELECTED FROM PRE-QUALIFICATION LIST – RFQ # _____ RSA # _____
<input checked="" type="checkbox"/> REQUEST FOR PROPOSAL – RFP #46300-04. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> INVITATION TO QUOTE – ITQ # _____. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/> DIRECT AWARD <input type="checkbox"/> UNDER \$25,000 <input type="checkbox"/> OVER \$25,000 – Confirm DM Pre-Approval completed <input type="checkbox"/> – Notice of Intent Posted – NOI # _____ <input type="checkbox"/> (Under \$50,000 Notice of Intent suggested; over \$50,000 Notice of Intent required.)
DIRECTLY AWARDED WITHOUT COMPETITIVE PROCESS WHERE ONE OF THE FOLLOWING EXCEPTIONAL CONDITIONS APPLIES AS DESCRIBED IN CORE POLICY MANUAL, CHAPTER 6.3.2. CHECK APPROPRIATE BOX AND PROVIDE AN EXPLANATION:
<input type="checkbox"/> PUBLIC SECTOR ORGANIZATION <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNFORESEEABLE EMERGENCY <input type="checkbox"/> CONFIDENTIALITY <input type="checkbox"/> SECURITY ISSUE
EXPLANATION: _____

XX MODIFICATION Justification: Change MOD 1 end date from April 30, 2010 to March 31, 2010

TERMS OF CONTRACT/CONTRIBUTION ☒ NEW ☐ MODIFICATION # 2

ORIGINAL CONTRACT START DATE	ORIGINAL CONTRACT END DATE	ORIGINAL CONTRACT AGGREGATE
January 1, 2009	December 31, 2009	\$ 266,760.00
DESCRIPTION OF SERVICES		
Third Party Administration		
EXISTING CONTRACT END DATE (IF PREVIOUSLY MODIFIED, ENTER DETAILS OF LAST MOD)	EXISTING CONTRACT AMOUNT (+/-)	EXISTING CONTRACT AGGREGATE
April 30, 2010		\$
NEWLY MODIFIED END DATE	NEW MODIFICATION AMOUNT (+/-)	NEWLY MODIFIED AGGREGATE
March 31, 2010	\$66,690.00	\$ \$333,450.00
DESCRIPTION OF CHANGE TO CONTRACT		
Commitment for FY11		

FISCAL BREAKDOWN

CURRENT CONTRACT AGGREGATE	FUTURE FISCAL(S) AMOUNT	PREVIOUS FISCAL(S) AMOUNT	TOTAL CURRENT FISCAL AMOUNT					
\$ 333,450.00		\$ 66,690.00	\$266,760.00					
TOTAL CURRENT FISCAL AMOUNT EQUALS THE CURRENT FISCAL AMOUNT FROM LINES 1, 2 AND 3								
LINE 1: FEES	RESP	46302	SR LINE	50906	STOB	8001	FISCAL AMOUNT	
	PROJ		REQUISITION No.				\$ 266,760.00	+
LINE 2: EXPENSES	RESP		SR LINE		STOB		FISCAL AMOUNT	
	PROJ		REQUISITION NO.				\$	+
LINE 3	RESP		SR LINE		STOB		FISCAL AMOUNT	
	PROJ		REQUISITION NO.				\$	+

SEE FOLLOWING PAGE FOR LIST OF PGO PROCUREMENT PROCESS CODES, AIT EXCLUSION CODES AND PO CLASS AND DESCRIPTION. PLEASE ENSURE PC AND AIT CODES WILL REMAIN THE SAME AFTER ANY MODIFICATIONS.

PGO PROCUREMENT PROCESS CODE #	PGO AIT EXCLUSION CODE #	PGO PO CLASS/DESCRIPTION
100	300	Third Party Administration

EXPENSE AUTHORITY

I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES.		
EXPENSE AUTHORITY NAME	SIGNATURE	DATE SIGNED
Judy Brown		March 16, 2010
OCG SUPPLIER AND SITE NUMBER	CONTRACT ADMINISTRATOR NAME	

MODIFICATION AGREEMENT

Contract # ceap46302093159
Modification # 2

This AGREEMENT dated for reference the 5th day of March, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province,")

AND:

The Elizabeth Fry Society of Greater Vancouver
#103-237 E. Columbia Street
New Westminster, British Columbia V3L 3X1

(the "Contractor,")

BACKGROUND

- A. The parties entered into an agreement, Contract No. ceap46302093159 dated January 1, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) The term of the Agreement is modified to end on **March 31, 2010**.
- (2) Schedule "A" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at January 1, 2010.
- (3) 1.0 Term of Schedule "A" of the Agreement is deleted and the following substituted: This Agreement will start on **January 1st, 2010** and end on **March 31st, 2010** inclusive (the term).
- (4) Schedule "B" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at **January 1st, 2010**.

- (5) 1.01 of Schedule "B" of the Agreement is deleted and the following substituted:
Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$333,450.00** under this Agreement.
- (6) 1.04 of Schedule "B" of the Agreement is deleted and the following substituted:
Payments will comprise of a monthly sum of \$22,230.00 for the months in which the Services are being provided from **January 1, 2010 to March 31, 2010.**

SIGNED AND DELIVERED on the 25 day of March, 20 10 on behalf of the Province by its duly authorized representative:

Signature

J. Brown

Print Name

JUDY BROWN

SIGNED AND DELIVERED on the 17 day of MARCH, 20 10 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Shawn Bayes

Print Name

SHAWN BAYES

SCHEDULE "A"

SERVICES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at January 1st, 2010

1.0 TERM

This Agreement will start on **January 1st, 2010** and end on **March 31st, 2010**, inclusive (the 'Term').

2.0 SERVICES

The Contractor will provide Third Party Administration Services (TPA) as follows:

- 2.01 Provide TPA services in the following Region 3 geographic areas and communities, for up to the indicated number of Ministry clients per month:

Geographic Area	Primary Community	Number of clients
Region 3 - West	Burnaby	50
	Coquitlam / Port Coquitlam / Maple Ridge	50
	New Westminster	40
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85
	Surrey South: South Surrey, Langley, Newtown, Delta	60
Total clients		285

- 2.02 Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
- those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises.

Referrals to the Contractor will be in writing from the Ministry worker. The written referral will be preceded by telephone referral from the worker to the designated Contractor liaison.

- 2.03 Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources
- 2.04 Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. Assistance will be disbursed in accordance with the Third Party Administration procedures developed by the Contractor. Changes to these procedures will be done in consultation with the Business Strategy Administrator.

Cheques will only be released to clients with two (2) pieces of appropriate identification. Examples of appropriate identification include:

- a) Driver's Licence
- b) BC Identification card
- c) Passport
- d) Social Insurance Card
- e) BirthCertificate/Baptisal Certificate
- f) Citizenship or Immigration Documents
- g) Offender ID Card issued by Corrections Canada
- h) Native Status Card with Photo

All decisions regarding eligibility for BCEA are the responsibility of the Ministry.

- 2.05 Assist clients referred by the Ministry to:
 - Develop better financial management skills,
 - Develop life skills; more appropriate behaviours within community,
 - Access appropriate community resources.
- 2.06 Assist clients in obtaining proper identification and other documents, when required by the Ministry. The Contractor will assist clients in completing the "Request for Continued Assistance" (HSD0081) and ensure its return to the appropriate EAO by the 5th of the following month.
- 2.07 Jointly review each client's progress with the appropriate Ministry EAO Supervisor or designate at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services
- 2.08 Track all cheques received from the Ministry and distribute to clients in a manner consistent with good accounting principles.
- 2.09 Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures.
- 2.10 Provide services to clients referred by MHSD designated staff as follows:
 - Service will be provided primarily in the following identified communities, but may include other areas as required and determined by the Ministry;
 - All clients will be able to access telephone service through the Contractor's main switchboard number 604-520-1166 or 1-888-879-9593 during hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30pm; calls will be routed to program staff in the appropriate community office or cellular phone;
 - Service at hosted sites will be provided by the Contractor one day per week for cheque administration and client meetings. Document drop-off and faxing to the centralized location in New Westminster would be provided at the hosted site all other days during the week;

- Face-to-Face Service will be available at all sites, in the identified communities, on Wednesday of Cheque Issue week;
- In instances where the Contractor is unable to release Ministry issued emergency funds to a client on a timely basis, the Contractor will contact the Business Strategy Administrator or designate, to notify them;
- All clients will have direct access on a drop-in basis, during hours of operation to the centralized location; Suite 103 – 237 East Columbia Street, New Westminster; and:

Face-to-Face service will be provided in each community as follows:

Burnaby:

- Service to clients in Burnaby will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Burnaby Baptist Fellowship, 5525 East Hastings Street, Burnaby; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

New Westminster:

- Service to clients in New Westminster will be provided through one location:
 - Suite 103 – 237 East Columbia Street, New Westminster

Port Coquitlam, Maple Ridge:

- Service to clients in Coquitlam, Port Coquitlam, and Maple Ridge will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Arcus Community Resources, 22320 119th Avenue, Maple Ridge; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

Surrey North:

- Service to clients in the geographic areas of Guildford, Fleetwood, and Whalley will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - 14649 108th Avenue, Surrey

Surrey South:

- Service to clients in the geographic areas of South Surrey, Langley, Newton, Delta will be provided service through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Newton Advocacy Group Society, 13588 88th Avenue, Surrey; and

- Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

- 2.11 Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm, based on the need of each geographic area and community, unless otherwise negotiated by Contractor and the Business Strategy Administrator, Business Strategy Manager or Ministry designate.
- 2.12 Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than January 31st, 2009.
- 2.13 The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than January 31st, 2009.

3.0 PERFORMANCE REQUIREMENTS AND PERFORMANCE STANDARDS

- 3.01 The Contractor agrees to the following Performance Requirements and related Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> • Accept referrals from the Ministry 	<ul style="list-style-type: none"> • Referrals are accepted within 24 hours. • Ministry is advised if a client is accepted or not; if not the reason why.
<ul style="list-style-type: none"> • Administration of BCEA 	<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry. • Ensure documents are sent to the Ministry and/or to the clients in a timely manner. • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required.

<ul style="list-style-type: none"> Assess client needs and assist clients in accessing appropriate community resources. Assist clients with mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours within the community. 	<ul style="list-style-type: none"> Client needs are assessed and clients are connected with community resources, where appropriate. Client progress is reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> Assist clients to develop better financial management skills, where needed. 	<ul style="list-style-type: none"> Client progress reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> Act as liaison between the Ministry and the client. Assist in obtaining required identification and other documents, when required. 	<ul style="list-style-type: none"> Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker.
<ul style="list-style-type: none"> Maintain appropriate facilities and staffing. 	<ul style="list-style-type: none"> Service delivery site is located in the primary community in which the service is to be provided. Site is easily accessible by those using public and private transportation. Site is located within walking distance of public transportation. Site is accessible to persons with physical disabilities. Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm. Site provides for client and staff safety and security. Security in place at site for protection of property and client information. Criminal record reviews as required by the Criminal Records Review Act will be obtained for staff delivering the Program to minors. These reviews will meet the standards under the Criminal Record Review Act.
<ul style="list-style-type: none"> Maintain appropriate administrative requirements. 	<ul style="list-style-type: none"> Written Business Continuation Plan in place. Written Risk Management Plan in place. Required reports submitted to the Ministry on time. Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". Appropriate financial tracking documentation maintained, in accordance with standard accounting practices.

4.0 REPORTING

- 4.01 By the 15th of each month the Contractor will provide a report to the Business Strategy Administrator, on the previous month's Services for each of the primary communities in which TPA Services are provided, and a roll up for each geographic area.

The report for each community will include:

- a) List of clients by office codes and caseloads
 - Number of:

- Active clients at the beginning of the month,
- Clients referred for TPA services,
- Clients no longer requiring service,
- Clients transferred,
- Clients at the end of the month,
- Clients reviewed for return to EAO:
 - i. Number of clients reviewed,
 - ii. Number of clients deemed suitable and ready to return to EAO,
 - iii. Number of clients accepted back by EAO,
 - iv. Number of clients not accepted back by EAO and reasons why.

4.02 Maintain records of all clients participating in the Program and provide a monthly report to Ministry. The report will include numbers of clients served and the referring Ministry EAO's, and may include other information related to the Program as requested by the Ministry. Where administration of services for a client is discontinued, reasons for discontinuation will be provided to the Ministry.

SCHEDULE "B"

FEES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at January 1st, 2010

1.0 PAYMENTS

- 1.01 Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$333,450.00** under this Agreement.
- 1.02 Payments will be made monthly upon receipt of an original invoice and monthly statistical reports.
- 1.03 Monthly payments will not be made unless and until the Contractor has complied with all monthly reporting obligations as set out in paragraph 4 of Schedule "A" to this Agreement.
- 1.04 Payments will comprise of a monthly sum of \$22,230.00 for the months in which the Services are being provided from **January 1st, 2010 to March 31st, 2010**.

	Primary Community	Number of clients	Total Monthly Amount	Total Yearly Allocation
Region 3 - West	Burnaby	50	\$3,900.00	\$46,800.00
	Port Coquitlam / Maple Ridge	50	\$3,900.00	\$46,800.00
	New Westminster	40	\$3,120.00	\$37,440.00
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85	\$6,630.00	\$79,560.00
	Surrey South: South Surrey, Langley, Newtown, Delta	60	\$4,680.00	\$56,160.00
Total clients		285	\$22,230.00	\$266,760.00

- 1.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold payment(s) if the Contractor fails to provide the Services or any other obligations as set out in the Agreement.



The information requested on this EIA25 is collected for the purpose of approving new contract commitments and amending existing contract commitments. The original contract (not a copy) must accompany the approved EIA25 to the Data Entry Clerk at least three weeks prior to the first payment being made.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE THE CONTRACT/CONTRIBUTION UNDER EXISTING POLICY.

CONTRACT NUMBER				CATEGORY CODE	CONTRACT MANAGER	AREA CODE/TELEPHONE
c eap	46302	09	3159	ZZ.ZZ03	Judy Brown	604 586-2995
ORIGINATING OFFICE						
1800 - 13450 102 Avenue, Surrey, BC V3T 5X3						

NAME OF PAYEE/CONTRACTOR	CONTACT NAME	AREA CODE/TELEPHONE
Elizabeth Fry Society of Greater Vancouver	Shawn Bayes	604 520-1166
CONTRACTOR'S BILLING ADDRESS	CITY/TOWN	POSTAL CODE
Suite 103 - 237 E. Columbia Street	New Westminster, BC	V3L 3X1

CONTRACT SELECTION PROCESS ☐ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/> SELECTED FROM PRE-QUALIFICATION LIST - RFQ # _____ RSA # _____
<input checked="" type="checkbox"/> REQUEST FOR PROPOSAL - RFP #46300-04. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> INVITATION TO QUOTE - ITQ # _____. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/> DIRECT AWARD <input type="checkbox"/> UNDER \$25,000 <input type="checkbox"/> OVER \$25,000 - Confirm DM Pre-Approval completed <input type="checkbox"/> - Notice of Intent Posted - NOI # _____ <input type="checkbox"/> (Under \$50,000 Notice of Intent suggested; over \$50,000 Notice of Intent required.)
DIRECTLY AWARDED WITHOUT COMPETITIVE PROCESS WHERE ONE OF THE FOLLOWING EXCEPTIONAL CONDITIONS APPLIES AS DESCRIBED IN CORE POLICY MANUAL, CHAPTER 6.3.2. CHECK APPROPRIATE BOX AND PROVIDE AN EXPLANATION:
<input type="checkbox"/> PUBLIC SECTOR ORGANIZATION <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNFORESEEABLE EMERGENCY <input type="checkbox"/> CONFIDENTIALITY <input type="checkbox"/> SECURITY ISSUE
EXPLANATION: _____
XX MODIFICATION Justification: Increase monthly cost and extend contract to end of December 31,2010

TERMS OF CONTRACT/CONTRIBUTION ☒ NEW XX ☐ MODIFICATION #_3_

ORIGINAL CONTRACT START DATE	ORIGINAL CONTRACT END DATE	ORIGINAL CONTRACT AGGREGATE
January 1, 2009	December 31, 2009	\$ 266,760.00
DESCRIPTION OF SERVICES		
Third Party Administration		
EXISTING CONTRACT END DATE (IF PREVIOUSLY MODIFIED, ENTER DETAILS OF LAST MOD)	EXISTING CONTRACT AMOUNT (+/-)	EXISTING CONTRACT AGGREGATE
March 31, 2010		\$
NEWLY MODIFIED END DATE	NEW MODIFICATION AMOUNT (+/-)	NEWLY MODIFIED AGGREGATE
December 31, 2010	\$207,225.00	\$540,675.00
DESCRIPTION OF CHANGE TO CONTRACT		
Commitment for FY11		

FISCAL BREAKDOWN

CURRENT CONTRACT AGGREGATE	FUTURE FISCAL(S) AMOUNT	PREVIOUS FISCAL(S) AMOUNT	TOTAL CURRENT FISCAL AMOUNT
\$ 540,675.00		\$333,450.00	\$207,225.00
TOTAL CURRENT FISCAL AMOUNT EQUALS THE CURRENT FISCAL AMOUNT FROM LINES 1, 2 AND 3			
LINE 1: FEES	RESP 46302	SR LINE 50906	FISCAL AMOUNT \$ 207,225.00 +
	PROJ	REQUISITION No.	
LINE 2: EXPENSES	RESP	SR LINE	FISCAL AMOUNT \$ +
	PROJ	REQUISITION NO.	
LINE 3	RESP	SR LINE	FISCAL AMOUNT \$ +
	PROJ	REQUISITION NO.	
SEE FOLLOWING PAGE FOR LIST OF PGO PROCUREMENT PROCESS CODES, AIT EXCLUSION CODES AND PO CLASS AND DESCRIPTION. PLEASE ENSURE PC AND AIT CODES WILL REMAIN THE SAME AFTER ANY MODIFICATIONS.			
PGO PROCUREMENT PROCESS CODE #	PGO AIT EXCLUSION CODE #	PGO PO CLASS/DESCRIPTION	
100	300	Third Party Administration	

EXPENSE AUTHORITY

I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES.		
EXPENSE AUTHORITY NAME	SIGNATURE	DATE SIGNED
Judy Brown		March 16, 2010
OCG SUPPLIER AND SITE NUMBER		CONTRACT ADMINISTRATOR NAME

MODIFICATION AGREEMENT

Contract # ceap46302093159
Modification # 3

This AGREEMENT dated for reference the 5th day of March, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province,")

AND:

The Elizabeth Fry Society of Greater Vancouver
#103-237 E. Columbia Street
New Westminster, British Columbia V3L 3X1

(the "Contractor,")

BACKGROUND

- A. The parties entered into an agreement, Contract No. ceap46302093159 dated January 1, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) The term of the Agreement is modified to end on **December 31, 2010**.
- (2) Schedule "A" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at January 1, 2010.
- (3) 1.0 Term of Schedule "A" of the Agreement is deleted and the following substituted: This Agreement will start on **April 1st, 2010** and end on **December 31st, 2010** inclusive (the term).
- (4) Schedule "B" of the Agreement between the Ministry of Housing and Social Development and The Elizabeth Fry Society of Greater Vancouver as at **April 1st, 2010**.

- (5) 1.01 of Schedule "B" of the Agreement is deleted and the following substituted:
Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$540,675.00** under this Agreement.
- (6) 1.04 of Schedule "B" of the Agreement is deleted and the following substituted:
Payments will comprise of a monthly sum of **\$23,025.00** for the months in which the Services are being provided from **April 1, 2010 to December 31, 2010**.

SIGNED AND DELIVERED on the 25 day of MARCH, 20 10 on behalf of the Province by its duly authorized representative:

Signature

Print Name

J. Brown
JUDY BROWN

SIGNED AND DELIVERED on the 10 day of MARCH, 20 10 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

Shawn Bays
SHAWN BAYS

SCHEDULE "A"

SERVICES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at April 1st, 2010

1.0 TERM

This Agreement will start on **April 1st, 2010** and end on **December 31st, 2010**, inclusive (the 'Term').

2.0 SERVICES

The Contractor will provide Third Party Administration Services (TPA) as follows:

- 2.01 Provide TPA services in the following Region 3 geographic areas and communities, for up to the indicated number of Ministry clients per month:

Geographic Area	Primary Community	Number of clients
Region 3 - West	Burnaby	50
	Coquitlam / Port Coquitlam / Maple Ridge	50
	New Westminster	40
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85
	Surrey South: South Surrey, Langley, Newtown, Delta	60
Total clients		285

- 2.02 Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
- those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises.

Referrals to the Contractor will be in writing from the Ministry worker. The written referral will be preceded by telephone referral from the worker to the designated Contractor liaison.

- 2.03 Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources
- 2.04 Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. Assistance will be disbursed in accordance with the Third Party Administration procedures developed by the Contractor. Changes to these procedures will be done in consultation with the Business Strategy Administrator.

Cheques will only be released to clients with two (2) pieces of appropriate identification. Examples of appropriate identification include:

- a) Driver's Licence
- b) BC Identification card
- c) Passport
- d) Social Insurance Card
- e) Birth Certificate/Baptismal Certificate
- f) Citizenship or Immigration Documents
- g) Offender ID Card issued by Corrections Canada
- h) Native Status Card with Photo

All decisions regarding eligibility for BCEA are the responsibility of the Ministry.

- 2.05 Assist clients referred by the Ministry to:
 - Develop better financial management skills,
 - Develop life skills; more appropriate behaviours within community,
 - Access appropriate community resources.
- 2.06 Assist clients in obtaining proper identification and other documents, when required by the Ministry. The Contractor will assist clients in completing the "Request for Continued Assistance" (HSD0081) and ensure its return to the appropriate EAO by the 5th of the following month.
- 2.07 Jointly review each client's progress with the appropriate Ministry EAO Supervisor or designate at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services
- 2.08 Track all cheques received from the Ministry and distribute to clients in a manner consistent with good accounting principles.
- 2.09 Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures.
- 2.10 Provide services to clients referred by MHSD designated staff as follows:
 - Service will be provided primarily in the following identified communities, but may include other areas as required and determined by the Ministry;
 - All clients will be able to access telephone service through the Contractor's main switchboard number 604-520-1166 or 1-888-879-9593 during hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30pm; calls will be routed to program staff in the appropriate community office or cellular phone;
 - Service at hosted sites will be provided by the Contractor one day per week for cheque administration and client meetings. Document drop-off and faxing to the centralized location in New Westminster would be provided at the hosted site all other days during the week;

- Face-to-Face Service will be available at all sites, in the identified communities, on Wednesday of Cheque Issue week;
- In instances where the Contractor is unable to release Ministry issued emergency funds to a client on a timely basis, the Contractor will contact the Business Strategy Administrator or designate, to notify them;
- All clients will have direct access on a drop-in basis, during hours of operation to the centralized location; Suite 103 – 237 East Columbia Street, New Westminster; and:

Face-to-Face service will be provided in each community as follows:

Burnaby:

- Service to clients in Burnaby will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Burnaby Baptist Fellowship, 5525 East Hastings Street, Burnaby; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

New Westminster:

- Service to clients in New Westminster will be provided through one location:
 - Suite 103 – 237 East Columbia Street, New Westminster

Port Coquitlam, Maple Ridge:

- Service to clients in Coquitlam, Port Coquitlam, and Maple Ridge will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Arcus Community Resources, 22320 119th Avenue, Maple Ridge; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

Surrey North:

- Service to clients in the geographic areas of Guildford, Fleetwood, and Whalley will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - 14649 108th Avenue, Surrey

Surrey South:

- Service to clients in the geographic areas of South Surrey, Langley, Newton, Delta will be provided service through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Newton Advocacy Group Society, 13588 88th Avenue, Surrey; and

- Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

- 2.11 Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm, based on the need of each geographic area and community, unless otherwise negotiated by Contractor and the Business Strategy Administrator, Business Strategy Manager or Ministry designate.
- 2.12 Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than January 31st, 2009.
- 2.13 The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than January 31st, 2009.

3.0 PERFORMANCE REQUIREMENTS AND PERFORMANCE STANDARDS

- 3.01 The Contractor agrees to the following Performance Requirements and related Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> • Accept referrals from the Ministry 	<ul style="list-style-type: none"> • Referrals are accepted within 24 hours. • Ministry is advised if a client is accepted or not; if not the reason why.
<ul style="list-style-type: none"> • Administration of BCEA 	<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry. • Ensure documents are sent to the Ministry and/or to the clients in a timely manner. • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required.

<ul style="list-style-type: none"> • Assess client needs and assist clients in accessing appropriate community resources. • Assist clients with mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours within the community. 	<ul style="list-style-type: none"> • Client needs are assessed and clients are connected with community resources, where appropriate. • Client progress is reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> • Assist clients to develop better financial management skills, where needed. 	<ul style="list-style-type: none"> • Client progress reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> • Act as liaison between the Ministry and the client. • Assist in obtaining required Identification and other documents, when required. 	<ul style="list-style-type: none"> • Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker.
<ul style="list-style-type: none"> • Maintain appropriate facilities and staffing. 	<ul style="list-style-type: none"> • Service delivery site is located in the primary community in which the service is to be provided. • Site is easily accessible by those using public and private transportation. • Site is located within walking distance of public transportation. • Site is accessible to persons with physical disabilities. • Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm. • Site provides for client and staff safety and security. • Security in place at site for protection of property and client information. • Criminal record reviews as required by the Criminal Records Review Act will be obtained for staff delivering the Program to minors. These reviews will meet the standards under the Criminal Record Review Act.
<ul style="list-style-type: none"> • Maintain appropriate administrative requirements. 	<ul style="list-style-type: none"> • Written Business Continuation Plan in place. • Written Risk Management Plan in place. • Required reports submitted to the Ministry on time. • Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". • Appropriate financial tracking documentation maintained, in accordance with standard accounting practices.

4.0 REPORTING

4.01 By the 15th of each month the Contractor will provide a report to the Business Strategy Administrator, on the previous month's Services for each of the primary communities in which TPA Services are provided, and a roll up for each geographic area.

The report for each community will include:

- a) List of clients by office codes and caseloads
 - Number of:

- Active clients at the beginning of the month,
- Clients referred for TPA services,
- Clients no longer requiring service,
- Clients transferred,
- Clients at the end of the month,
- Clients reviewed for return to EAO:
 - i. Number of clients reviewed,
 - ii. Number of clients deemed suitable and ready to return to EAO,
 - iii. Number of clients accepted back by EAO,
 - iv. Number of clients not accepted back by EAO and reasons why.

4.02 Maintain records of all clients participating in the Program and provide a monthly report to Ministry. The report will include numbers of clients served and the referring Ministry EAO's, and may include other information related to the Program as requested by the Ministry. Where administration of services for a client is discontinued, reasons for discontinuation will be provided to the Ministry.

SCHEDULE "B"

FEES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at April 1st, 2010

1.0 PAYMENTS

- 1.01 Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$540,675.00** under this Agreement.
- 1.02 Payments will be made monthly upon receipt of an original invoice and monthly statistical reports.
- 1.03 Monthly payments will not be made unless and until the Contractor has complied with all monthly reporting obligations as set out in paragraph 4 of Schedule "A" to this Agreement.
- 1.04 Payments will comprise of a monthly sum of **\$23,025.00** for the months in which the Services are being provided from **April 1st, 2010** to **December 31st, 2010**.

	Primary Community	Number of clients	Total Monthly Amount	Total Yearly Allocation
Region 3 - West	Burnaby	50	\$3,900.00	\$46,800.00
	Port Coquitlam / Maple Ridge	50	\$3,900.00	\$46,800.00
	New Westminster	40	\$3,120.00	\$37,440.00
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85	\$6,630.00	\$79,560.00
	Surrey South: South Surrey, Langley, Newtown, Delta	60	\$4,680.00	\$56,160.00
Total clients		285	\$23,025.00	\$276,300.00

- 1.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold payment(s) if the Contractor fails to provide the Services or any other obligations as set out in the Agreement.

256.1, Slide 1

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE THE CONTRACT/CONTRIBUTION UNDER EXISTING POLICY.

CONTRACT NUMBER		CATEGORY CODE	CONTRACT MANAGER	AREA CODE/TELEPHONE
c	eap	46302	09	3159
ZZ.ZZ03		Judy Brown		(604) 586-2995
ORIGINATING OFFICE 1800- 13450 102 Avenue, Surrey, BC V3T 5X3				

NAME OF PAYEE/CONTRACTOR Elizabeth Fry Society of Greater Vancouver	CONTACT NAME Shawn Bayes	AREA CODE/TELEPHONE (604) 520-1166
CONTRACTOR'S BILLING ADDRESS Suite 103- 237 E. Columbia Street	CITY/TOWN New Westminster, BC	POSTAL CODE V3L 3X1

CONTRACT SELECTION PROCESS ☐ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/> SELECTED FROM PRE-QUALIFICATION LIST - RFQ # _____ RSA # _____
<input checked="" type="checkbox"/> REQUEST FOR PROPOSAL - RFP #46300-04. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> INVITATION TO QUOTE - ITQ # _____. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/> DIRECT AWARD <input type="checkbox"/> UNDER \$25,000 <input type="checkbox"/> OVER \$25,000 - Confirm DM Pre-Approval completed <input type="checkbox"/> - Notice of Intent Posted - NOI # _____ <input type="checkbox"/> (Under \$50,000 Notice of Intent suggested; over \$50,000 Notice of Intent required.)
DIRECTLY AWARDED WITHOUT COMPETITIVE PROCESS WHERE ONE OF THE FOLLOWING EXCEPTIONAL CONDITIONS APPLIES AS DESCRIBED IN CORE POLICY MANUAL, CHAPTER 6.3.2. CHECK APPROPRIATE BOX AND PROVIDE AN EXPLANATION:
<input type="checkbox"/> PUBLIC SECTOR ORGANIZATION <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNFORESEEABLE EMERGENCY <input type="checkbox"/> CONFIDENTIALITY <input type="checkbox"/> SECURITY ISSUE
EXPLANATION: _____
<input checked="" type="checkbox"/> MODIFICATION Justification: contract extended for one (1) year

TERMS OF CONTRACT/CONTRIBUTION <input type="checkbox"/> NEW <input checked="" type="checkbox"/> MODIFICATION # 5	
ORIGINAL CONTRACT START DATE January 1, 2009	ORIGINAL CONTRACT END DATE December 31, 2009
DESCRIPTION OF SERVICES Third Party Administration	ORIGINAL CONTRACT AGGREGATE \$ 266,760.00
EXISTING CONTRACT END DATE (IF PREVIOUSLY MODIFIED, ENTER DETAILS OF LAST MOD) December 31, 2010	EXISTING CONTRACT AMOUNT (+/-) \$ 326,015.00
NEWLY MODIFIED END DATE December 31, 2011	NEWLY MODIFIED AGGREGATE \$ 1,025,375.00
DESCRIPTION OF CHANGE TO CONTRACT Extension of contract to December 31, 2010	

FISCAL BREAKDOWN			
CURRENT CONTRACT AGGREGATE \$ 1,025,375.00	=	FUTURE FISCAL(S) AMOUNT \$ 324,450.00	+
		PREVIOUS FISCAL(S) AMOUNT \$ 333,450.00	+
TOTAL CURRENT FISCAL AMOUNT \$ 367,475.00			
TOTAL CURRENT FISCAL AMOUNT EQUALS THE CURRENT FISCAL AMOUNT FROM LINES 1, 2 AND 3			
LINE 1: FEES	RESP	46302	SR LINE
	PROJ		REQUISITION No. 50906
LINE 2: EXPENSES	RESP		SR LINE
	PROJ		REQUISITION NO.
LINE 3	RESP		SR LINE
	PROJ		REQUISITION NO.
SEE FOLLOWING PAGE FOR LIST OF PGO PROCUREMENT PROCESS CODES, AIT EXCLUSION CODES AND PO CLASS AND DESCRIPTION. PLEASE ENSURE PC AND AIT CODES WILL REMAIN THE SAME AFTER ANY MODIFICATIONS.			
PGO PROCUREMENT PROCESS CODE # 100	PGO AIT EXCLUSION CODE # 300	PGO PO CLASS/DESCRIPTION A	

EXPENSE AUTHORITY	
I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES.	
EXPENSE AUTHORITY NAME Lynne Boule	SIGNATURE Judy Brown
DATE SIGNED Jan 5/11	CONTRACT ADMINISTRATOR NAME
OCG SUPPLIER AND SITE NUMBER	

MODIFICATION AGREEMENT
Contract # ceap46302093159
Modification # 5

This AGREEMENT dated for reference the 20th day of December, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Social Development
(The "Province," "we," "us," or "our," as applicable)

AND: The Elizabeth Fry Society of Greater Vancouver
Suite 103 - 237 E. Columbia Street,
New Westminster, British Columbia V3L 3X1
(The "Contractor," "you," or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement, Contract No. ceap46302093159 dated the 1st day of January, 2009, (and subsequently modified on December 21, 2009, March 5, 2010, and August 27, 2010) (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) 1.01 of Schedule B is deleted and the following substituted:
Subject to the satisfactory performance of the Contractor in providing the Services and the Submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$1,025,375.00** under this Agreement.
- (2) 1.04 of schedule B is deleted and the following substituted:
Payments will comprise of a monthly sum of **\$36,050.00** for the months in which the Services are being provided from **January 1st, 2011 to December 31st, 2011.**
- (3) 2.12 of Schedule "A" of the Agreement is deleted and the following substituted:
Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than **January 31, 2011.**

- (4) 2.13 of Schedule "A" of the Agreement is deleted and the following substituted:
The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than **January 31, 2011**.

- (5) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29 day of DECEMBER 20 10 on behalf of the Province by its duly authorized representative:

Signature

Print Name

J Brown
JUDY BROWN

SIGNED AND DELIVERED on the ____ day of _____, 20 ____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

Bay
SHAWN BAYES

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF HOUSING AND SOCIAL DEVELOPMENT**

SERVICE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April, 2009

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Housing and Social Development

(the "Province")

OF THE FIRST PART

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4

(the "Contractor")

OF THE SECOND PART

The parties to this Agreement agree as follows:

1.00 APPOINTMENT

- 1.01 The Province retains the Contractor to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

2.00 CONTRACTOR'S OBLIGATIONS

- 2.01 The Contractor will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term;
 - (b) expend funds received as a payment under this Agreement in accordance with the terms of Schedule "B" of this Agreement and only for the purpose of carrying out the Services;

- (c) fully inform the Province of the work completed and remaining to be done by the Contractor under this Agreement;
- (d) comply with all applicable laws;
- (e) without limiting the provisions of subparagraph (d), carry out criminal record reviews as required by the *Criminal Records Review Act*;
- (f) without limiting the provisions of subparagraph (d), comply with the *Workers' Compensation Act* for the Province of British Columbia;
- (g) without limiting the provisions of subparagraph (d), comply with the *Income Tax Act of Canada*, including but not limited to the reporting of supports paid to or on behalf of Clients as and when required under that Act;
- (h) without limiting the provisions of subparagraph (d), comply with the *Freedom of Information and Protection of Privacy Act*;
- (i) without limiting the provisions of subparagraph (d), will give all the notices and obtain all the licenses and permits required to perform the work;
- (j) hire and retain only qualified staff; and,
- (k) supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.

2.02 The Contractor and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

3.00 CONFLICT OF INTEREST

3.01 The Contractor will not, during the Term, perform a service for, or provide advice to, any person or entity where the performance of such service or the provisions of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

4.00 INSURANCE AND INDEMNITY

- 4.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule "D", which the parties agree are intended to represent the Province's initial insurance requirements for the Contractor. The Contractor acknowledges and agrees that, despite the inclusion of these requirements in Schedule "D", the Province may alter or amend the insurance requirements at any time during the Term of the Agreement at its sole discretion, and the Contractor will be required to comply with the altered or amended requirements at such time.
- 4.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

5.00 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCIAL LOGO

- 5.01 The Contractor will:
- (a) cooperate with the Province in making public announcements regarding the Services and the details of this Agreement;
 - (b) acknowledge the Province's contribution to the Services by prominently displaying an acknowledgment incorporating the Provincial logo in any materials produced and distributed by the Contractor to the public for the purpose of promoting the Services;
 - (c) post signage acknowledging the Province's contribution to the Services, the form, content and location of which will be determined in consultation with the Province; and
 - (d) not use the Provincial logo in any other capacity or for any other purpose.

6.00 THE MATERIAL

- 6.01 Any and all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents and databases (both printed and electronic, including, but not limited to, hard disks, diskettes and information recorded on hand-held devices) and any other records, whether complete or not, that are collected, created, or otherwise acquired by the Contractor or any subcontractor with respect to this Agreement (collectively, the "Material") is the exclusive property of the Province, with the exception of any operating manuals and/or documentation developed and used internally for general operational purposes by the Contractor.
- 6.02 From time to time, the Province may request that the Contractor permit the Province, upon reasonable notice and at all reasonable times, to enter any premises used by the Contractor to deliver the Services or used to keep any Material pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy the Material and the Contractor will comply in a timely manner with each such request.
- 6.03 The Province is the owner of all present and future proprietary rights, including copyright, in the Material.
- 6.04 The Contractor hereby assigns to the Province all present and future proprietary rights, including copyright, that it may now or hereafter hold in the Materials and the Contractor agrees to execute all further documentation, and to take all further actions which the Province considers necessary or advisable to vest such rights in the Province, including waivers in favour of the Province of any moral rights which the Contractor or employees or any sub-contractor may have in the Material.

7.00 INFORMATION MANAGEMENT

- 7.01 The Contractor will comply with the requirements of the Privacy Protection Schedule attached to this Agreement as Schedule "E", with respect to personal information as defined in section 2 of that Schedule.
- 7.02 In addition, and without limiting the provisions of paragraph 7.01 concerning personal information, the Contractor will:
- (a) collect or create Material in relation to the Services during the Term of this Agreement, as set out in Schedule "A" and "B";
 - (b) produce and deliver to the Province statements and other reports in accordance with Schedules "A" and "B" of this Agreement;

- (c) treat as confidential all Material collected and created by the Contractor, or any subcontractor with respect to this Agreement, unless otherwise specified by the Province in writing;
- (d) not without the prior written consent of the Province, permit the disclosure of Material referred to in paragraph 7.02 (c) except to the extent that such disclosure is necessary to enable the Contractor to fulfil its obligations under this Agreement, and except as required or permitted by applicable law including the *Freedom of Information and Protection of Privacy Act*;
- (e) advise the Province of the location of all premises at which the Contractor is keeping any such Material;
- (f) keep all Materials collected or created by the Contractor or any subcontractor with respect to this Agreement, segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as required by applicable law, including the *Document Disposal Act*, and ensure that any destruction of Material is carried out in a manner authorized by the Province in writing;
- (g) notify the Province immediately upon becoming aware of any breach of security involving the unauthorized collection, access, use, disclosure or destruction of Material;
- (h) on request, make available to the Province any Material collected or created with respect to this Agreement that are subject to an access to information request made under the *Freedom of Information and Protection of Privacy Act*;
- (i) at the end of the Agreement or as directed by the Province in writing, return all Material collected or created by the Contractor or any subcontractor, with respect to this Agreement, to the Province;
- (j) provide any Material returned to the Province in accordance with standard Ministry instructions, regarding Material collected or created with respect to this Agreement in effect at the time of return, and by a secure means of shipment;
- (k) not retain any personal information regardless of its storage format (e.g.: paper, electronic or film), collected or created with respect to this Agreement, beyond the Term of this Agreement;
- (l) immediately return to the Province all Material collected or created by the Contractor or any subcontractor with respect to this Agreement if the Contractor is unable to fulfil the terms of the Agreement for any reason; and
- (m) in addition to the rights granted to the Province under paragraph 6.02, upon reasonable notice at any time during normal business hours, allow the Province to audit or inspect the Contractor's information management and security policies, practices and arrangements to ensure they meet and comply with the requirements and obligations identified in this paragraph 7.02.

8.00 NOTICES

8.01 Any written communication must cite the contract number and be mailed, delivered or faxed to the following address:

(a) from the Contractor to the Province:

Ministry of Housing and Social Development
 Vancouver Coastal Region 2
 910 – 360 West Georgia Street
 Vancouver, BC V6B 6B2

Fax: 604 660-2503

(b) from the Province to the Contractor:

Elizabeth Fry Society of Greater Vancouver
904 – 470 Granville Street
Vancouver, British Columbia V6C 1V5

Fax: 604 520-1169

- 8.02 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if delivered; or on the date of transmission if faxed.
- 8.03 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 8.01(a) or (b) of this Agreement, be deemed to be the address of the party that gave notice.

9.00 BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS

- 9.01 The Contractor will, upon reasonable notice at any time during normal business hours, permit the Province to enter any premises used by the Contractor to deliver the Services or used to keep any documents or records pertaining to delivery of the Service, in order for the Province to copy or audit, or both, any or all of the books of account.
- 9.02 Within three months of being requested to do so by the Province, the Contractor will provide to the Province an audited financial statement prepared by a recognized accounting firm, relating to any part of the Term of this Agreement.

10.00 PAYMENT

- 10.01 Subject to the provisions of this Agreement, the Province will pay to the Contractor for the provision of the Services not more than the amount specified in Schedule "B" at the times and in the manner specified in that Schedule. The Province is not, under any circumstances, obliged to pay the Contractor for the provision of the Services more than the amounts specified in Schedule "B".
- 10.02 The Contractor must comply with any payment requirement set out in Schedule "B".
- 10.03 If the Contractor receives funding for, or in respect of, the Services from any other source, the Contractor will immediately provide the Province with full and complete details of the other funding.
- 10.04 The Province certifies to the Contractor that the Services purchased under this Agreement are for the use of the Province and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.
- 10.05 Notwithstanding any other provision contained in this Agreement, where a fully executed assignment of copyright and all waivers of moral rights are not delivered to the Province as required under paragraph 6.04 of this Agreement:
- (a) no further payment by the Province under this Agreement is due and owing; and
 - (b) the payment made under this Agreement is deemed to be a debt due to the Province and without claim or request, payable immediately to the Province.

- 10.06 Notwithstanding any other provision of this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and to Treasury Board not having controlled or limited expenditure under any appropriation.
- 10.07 Without limiting any other remedy or action available to the Province, the Province may reduce or withhold any payment, or demand repayment:
- (a) if an event of default, as defined in paragraph 14.01 of this Agreement, has occurred;
 - (b) pending the outcome of an audit of the Contractor's books of account and records in accordance with paragraph 9.00 of this Agreement.
 - (c) if the Contractor receives funding for, or in respect of, the Services from any other source;
 - (d) if the Contractor does not apply funds received from the Province which are to be applied for the provision of services or to the performance of any other obligation of the Contractor under this Agreement.
- 10.08 The Province may withhold from any payment any amount sufficient to indemnify the Province against any lien or other third party claims that arise or are reasonably likely to arise in connection with the provision of the Services.

11.00 REPRESENTATIONS AND WARRANTIES

- 11.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct;
 - (b) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Contractor's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement; and
 - (c) the Contractor is not in breach of any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

12.00 RELATIONSHIP

- 12.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 12.02 The Contractor will:
- (a) be an independent contractor and not the servant, employee or agent of the Province;
 - (b) ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not of the Province; and
 - (c) advise all of its employees that they are not employees of the Province pursuant to this Agreement.
- 12.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.

12.04 From time to time, the Province may give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

13.00 ASSIGNMENT AND SUBCONTRACTING

13.01 The Contractor will not, without the prior written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
- (b) subcontract any obligation of the Contractor under this Agreement.

13.02 No subcontract entered into by the Contractor will relieve the Contractor of any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract. The Contractor must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services as specified in Schedule "C".

13.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

14.00 EVENT OF DEFAULT

14.01 Any of the following events will constitute an Event of Default:

- (a) the Contractor fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
- (c) the Contractor ceases, in the opinion of the Province, to operate;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfil its obligations under this Agreement;
- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act (Canada)* is made by, the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have commenced to enforce payment thereof.

15.00 TERMINATION

15.01 Notwithstanding any other provision of this Agreement, upon the occurrence of any Event of Default and at any time thereafter, the Province may, at its discretion, immediately terminate this Agreement and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.

- 15.02 The Province may, at its sole discretion, terminate this Agreement on 30 days written notice and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.03 The Contractor may, with cause, terminate this Agreement on 90 days written notice to the Province and payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.04 Where this Agreement is terminated before full completion of the Services, the Province will pay to the Contractor that portion of the payment equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

16.00 DISPUTE RESOLUTION

- 16.01 If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process will be used:
- (a) A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - (b) If, within 14 days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties will submit the dispute to arbitration; and
 - (c) The remaining issues in dispute will be determined by arbitration under the Commercial Arbitration Act, R.S.B.C. 1996, and the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

17.00 NON-WAIVER

- 17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 17.02 The written waiver by the Province of any breach by the Contractor of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

18.00 SURVIVAL OF PROVISIONS

- 18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.
- 18.02 All representations, warranties, covenants and agreements made herein are material and will be deemed to have been relied upon by the Province and will continue in full force and effect during the Term and will survive any expiration or sooner termination of this Agreement.

19.00 MISCELLANEOUS

- 19.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 19.02 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 19.03 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 19.04 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

20.00 ENTIRE AGREEMENT

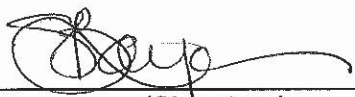
- 20.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.
- 20.02 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 20.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

The parties hereto have executed this Agreement as at the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

SHAWN BAYES.

(Print Name of Contractor or
Authorized Representative)


(Signature)

APRIL 21 2009
(Date)

SIGNED AND DELIVERED on behalf of
the Province by an Authorized
Representative of the Province.

VAL CUTHBERT
Val Cuthbert

(Print Name of Authorized
Representative)

Val Cuthbert
(Signature)

April 7/09
(Date)

Schedule "A" **SERVICES**

Target Population:

The Contractor will serve BCEA clients referred by Ministry offices located in Vancouver Coastal Region 2. Clients who:

- 1.0 because of their disruptive, hostile, threatening, or volatile behaviour, cannot be adequately served from their Ministry office; and/or
- 1.0 have significant difficulty in managing their own financial affairs without assistance; and/or
- 1.0 have court-ordered restrictions on their access to Ministry premises.

1.0 Services:

The Contractor will:

- 1.1. Maintain minimum of two adequately staffed (in the sole discretion of the Ministry) service delivery sites located within Vancouver Coastal Region 2 to serve the Vancouver Midtown North and Southeast and Richmond. Sites are to be accessible to those in wheelchairs and to those using public/private transportation.
- 1.2. Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
 - those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises;
- 1.3. Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources;
- 1.4. Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. All eligibility decisions for BCEA are made by the Ministry;
- 1.5. Assist clients referred by the Ministry to develop better financial management skills;
- 1.6. Assist clients to establish a Direct Deposit bank account to receive funds through BCEA;
- 1.7. Assist clients in obtaining proper identification and other documents, when required by the Ministry;
- 1.8. Jointly review each client's progress with the appropriate Ministry Supervisor at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services;
- 1.9. Maintain records of all clients participating in the Program and provide a monthly report to the Ministry which will include names of clients served, the referring Ministry EAO, services provided to the clients with individual outcomes noted, and may include other information related to the Program as requested by the Ministry;
- 1.10. Where administration of services is discontinued by the proponent will maintain client records and will include reasons for discontinued service and the referring EAO will be notified;
- 1.11. Track all cheques received from the ministry and distribute to clients in a manner consistent with standard accounting principles;
- 1.12. Must have systematic financial controls in place to insure security and accountability of client funds;
- 1.13. Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures;
- 1.14. Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 AM and 4:30 PM or as arranged with the Ministry;
- 1.15. Service delivery site must be located in the primary community in which the service is to be provided (see office chart addresses for general location of identified community). Service may also be required in other areas, as determined by the Ministry;
- 1.16. Written Protocol and Communication procedures to be established between the Contractor and the Ministry to be reviewed annually and modified as needed;

- 1.17. Read: A Contractor's Guide to the Privacy Protection Schedule: Understanding Your Roles and Responsibilities and implement the policy for the protection of client information;
- 1.18. External Audit of procedures completed as requested and in collaboration with the Ministry;
- 1.19. Inform the Ministry when the Proponent becomes aware of changes in client circumstances that may affect their eligibility for BCEA.
- 1.20. Where the client is no longer in receipt of BCEA the Contractor will discontinue Program services;
- 1.21. Have a written Business Continuation Plan acceptable to the Ministry in place.
- 1.22. Ensure Criminal Record checks are performed regarding Contractor's employees working with Ministry clients referred to Contractor. The population referred to the Contractor by the Ministry are vulnerable adults. Accordingly, the Contractor agrees to apply the requirements of the *Criminal Records Review Act* for employees working with children to Contractor's employees working with clients referred by the Ministry. When applying the requirements in the *Criminal Records Review Act* per this provision, Contractor will obtain the Criminal Record review from the appropriate authority (typically the local police department) rather than the Registrar under the *Criminal Records Review Act*. Contractor further agrees to obligate its employees working with clients referred by the Ministry to abide by the requirements under the *Criminal Records Review Act* applicable to employees working with children.
- 1.23. Will hire and maintain an appropriate number of staff to administer approximately 600 Ministry clients monthly. Staff will be in compliance with the Criminal Review Act.
- 1.24. Will provide Third Party Administration services to clients referred by the Ministry of Housing and Social Development from the following Employment and Assistance Offices (EAO):

Office Code	Office Name	Current Address
240	Fairview	201-828 West 8 th Avenue, Vancouver
244	China Creek	201-475 East Broadway, Vancouver
247	Killamey	2280 Kingsway, Vancouver
251	Dockside	180 Main Street, Vancouver
253	Strathcona	687 Powell Street, Vancouver
254	Kiwassa	205 Powell Street, Vancouver
255	Sunrise	2484 Renfrew Street, Vancouver
256	Grandview	2350 Commercial Drive, Vancouver
262	West End	3 rd floor, 1725 Robson Street, Vancouver
265	Mountainview	300-5550 Fraser Street, Vancouver
270	North Shore	1050 Churchill Crescent, North Vancouver
280	Richmond	100-5760 Minoru Boulevard, Richmond

- 1.25. The Contractor will meet the following Performance Requirements and without limiting the generality of the Performance Requirements or the application of any other provision in this agreement, the contractor will meet the following Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> Provide for the transition of clients administered by the previous service provider 	<p>The contractor will:</p> <ul style="list-style-type: none"> Liaise with the previous service provider and the Ministry to provide transition and support to the clients administered under the Agreement; Provide copies of any planned notices and communications intended for the clients to the Ministry for final approval prior to distribution
<ul style="list-style-type: none"> Referrals are accepted within 24 hours. 	<ul style="list-style-type: none"> All referrals to the program will be accepted, barring referrals in excess of the contract monthly aggregate. Should a problem arise after service commences the contractor will manage the client through a process of behaviour modification and risk reduction before reaching the point of refusing service. Clients will be provided a face-to-face intake appointment within 24

	<p>hours of the referral to enable the client to be seen no later than the next business day.</p> <ul style="list-style-type: none"> • In the event of a potential rare instance that a client is not accepted, the Ministry will be advised of the reason with 24 hours. • If administration of services is discontinued or denied the Ministry will be advised immediately inclusive of reasons. • A protocol document regarding communications and procedures will be developed and maintained between the Contractor and the Region's EAO's with the collaboration and final approval of the Ministry.
<ul style="list-style-type: none"> • Ministry is advised if a client is accepted or not; if not the reason why. 	<ul style="list-style-type: none"> • The contractor will respond within 24 hours to advise the referring EAO of the acceptance of a client referral. The method of communication will be outlined in the protocol document approved by the Ministry. • Once service is provided to a client, if there is a determination that the contractor is unable to manage the risk presented by a client (after a behaviour management plan and risk assessment has been completed) the Ministry will be notified and the reasons will be documented.
<ul style="list-style-type: none"> • Ensure the client completes the Request for Continued Assistance from (HSD0081) during cheque issue week 	<ul style="list-style-type: none"> • Clients attending the contractor's office will be encouraged to complete their HSD0081 prior to leaving • Where possible contact will be maintained with clients a minimum of bimonthly and during cheque issue week clients will be encouraged to complete and return their HSD0081.
<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry 	<ul style="list-style-type: none"> • A designated program staff person will pick up cheques from the Ministry office the day prior (varying times so as to reduce risk of victimization to our employee). • On cheque issue day, clients will report to the community office location to receive their cheque in person. Clients will be scheduled for service based upon a first come, first serve approach barring appointments made for clients of particular frail health. • Each client will have a file, all service provided to the client will be documented and recorded so as to provide the Ministry with opportunity for review or compliance verification.
<ul style="list-style-type: none"> • Ensure documents, including all HSD0081 forms, are sent to the Ministry and/or to the clients in a timely manner. 	<ul style="list-style-type: none"> • The contractor will use the Government In-house Mail System. • All documents sent to the Ministry will either use that mail system, or be delivered in person by the program staff. Mail using Canada Post is also sent through the government in-house mail system. • The Request for Continued Assistance - cheque stub - will be delivered to the Ministry office by the 5th day of each calendar month; • Ministry or client requests regarding documents will be carried out within 2 business days – letters mailed or faxes sent. • The contractor will conduct quarterly program audits to ensure service is provided within the legal, contractual and other standards set out for the program.

<ul style="list-style-type: none"> • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required. 	<ul style="list-style-type: none"> • Pick up of cheques will occur by no later than the next business day after it is ready for pick up from the Ministry. As a point of practice, given the urgency that usually necessitates additional cheques being processed by the Ministry, cheques have been picked up the same business day. The program staff will try to pick up cheques the same day.
<p>Establish and maintain the following to a standard satisfactory to the Ministry:</p> <ul style="list-style-type: none"> • Systems and internal controls • Delegation of authorities and responsibilities • Segregation of duties • Documentation of receipts and disbursements • Approvals • Internal audit framework • Security • Adherence to Accounting Standards 	<p>The contractor will:</p> <ul style="list-style-type: none"> • Conduct systematic Quarterly File Audits of case management and financial administration portions of service including cheque administration and any minor administration of monies (emergency grants); • Maintain an efficient model of reporting to MHSD through monthly reports, organized by referring office and the assigned communities regarding clients, their duration of service, and type of check administration services; • Maintain clear policies and procedures inclusive of job descriptions, documentation, and segregation of duties; • Maintain clear lines of authority, cheques require 2 signatures, and a monthly cross balancing of all cheques/cash received versus administered; • Prepare Monthly Operating Statements reviewed by the Board of Directors inclusive of cheques written; • Insure employees and paid consultants of the Society do not have direct or indirect financial interest in the Society's assets, leases, business transactions, or professional services; • Maintain a Process and Procedure: <i>The elements required for internal financial control include:</i> <ul style="list-style-type: none"> • <i>competent, trustworthy personnel with clear lines of authority and responsibility;</i> • <i>adequate segregation of duties;</i> • <i>proper procedures and rules for authorization;</i> • <i>adequate documents and records;</i> • <i>physical control over assets and records;</i> • <i>prevention of error, mismanagement and fraud;</i> • <i>inclusive and descriptive chart of accounts;</i> • <i>prompt and accurate records of revenues and expenses; and</i> • <i>prompt payment of expenses.</i>
<ul style="list-style-type: none"> • Client needs are assessed and clients are connected with community resources, where appropriate 	<ul style="list-style-type: none"> • Upon entering the program, all clients are screened and provided a basic intake inclusive of auto-biographical information and key life events; population health factors; problems such as addiction, physical or psychological health issues; a basic risk assessment; a review of the client's social and community support network; and identification of referrals needed and a plan to access those service once referred. • Thereafter, clients receive case manage support and assistance to remain on track, access community supports, and change or amend the plan as necessary.
<ul style="list-style-type: none"> • Client progress is reviewed at least every six (6) months with a goal to return client to EAO, where appropriate 	<ul style="list-style-type: none"> • To ensure client and Ministry needs are identified and addressed the Society will meet in person with Ministry staff. The following three criteria will be considered, in addition to any others the Ministry might consider appropriate: <ul style="list-style-type: none"> • increased financial management, as demonstrated by reduced frequency of cheque administration, reduced requests for crisis

	<ul style="list-style-type: none"> grants, or other indicators; ♦ increased stability or pro-social behaviour as demonstrated by housing, increased emotional regulation while in the contractor's office, decreased client needs, or other indicators; and ♦ return to the appropriate Ministry EAO to receive services as demonstrated through an increase in the two objectives above, or others as determined by the Ministry.
<ul style="list-style-type: none"> • Provide one to one budgeting, supports and counselling to assist the client in achieving increased self-reliance, accountability for their funds with a goal to returning them to the Ministry EAO. 	<p>Program staff will assist clients referred by the Ministry to develop better financial management skills through assisting/motivating clients to use strategies such as:</p> <ul style="list-style-type: none"> ♦ Prepare a budget for themselves. ♦ Separate monies into "piles" for identified expenses to facilitate payment; ♦ Shop in grocery stores rather than corner stores which are more expensive and often of less nutritional quality. ♦ Use community kitchens to achieve economies of scale in food preparation; ♦ Identify no cost or low cost resources available in the community; ♦ Use impulse control and self soothing strategies to manage unplanned "luxury" purchases <p>Further, the Society utilizes the following principles in order to assist clients to develop better financial management skills.</p> <ul style="list-style-type: none"> ♦ Forecast fixed and variable expenses ♦ Use "tools" (such as budgeting worksheet, allocating monies into envelopes) ♦ Review expenses for savings ♦ Look for economies of scale ♦ Use community resources (i.e. community kitchens, food, clothing, or furniture banks) ♦ Understand rights and entitlements (such as using the Society's 1-800 number rather than paying for phone booth calls) ♦ Identify contingencies ♦ Look for additional benefits
<ul style="list-style-type: none"> • Minimum 5% of clients per year will establish Direct Deposit accounts 	<ul style="list-style-type: none"> • The contractor will provide a program structured to identify and address why clients are reluctant to get bank accounts. • The contractor will encourage clients to open accounts, assist them through the protocol negotiations to address concerns for ID, and the provision of the discussed information to make informed choices and reduce their concerns and resistance.
<ul style="list-style-type: none"> • Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker 	<ul style="list-style-type: none"> • Upon request of assistance from a worker to arrange submission of a document the Society will contact the client through either phone or mail as appropriate. For those clients that are homeless we will encourage them to maintain contact with the program via the 1-800 number. The 1-800 number and the single phone number we use for all clients provides a single gateway entry for ease. The manner that telephone calls from clients who call in is recorded concurrently with the call, and the format in which it is done enables the Society to have a flag system to note information to be relayed to a client. In this way we are able to act as a conduit to the client regarding information required by a worker. • If there is an impediment to bringing documents to our office, the Society will assist clients to identify community resources and arrange access so that they can fax information to our offices without

	<p>having to travel if that is an impediment (i.e. Community CAP programs; social service agencies, libraries, etc).</p> <ul style="list-style-type: none"> • Information received from clients will be faxed to the EAO Worker within the same day. A confirmation of fax received form is printed for each document faxed which shows a portion of the document faxed for reliable confirmation. The document and confirmation will be filed in the clients file.
<ul style="list-style-type: none"> • Service delivery site is located in the primary community in which the service is to be provided. • Site is easily accessible by those using public and private transportation. • Site is located within walking distance of public transportation. • Site is accessible to persons with physical disabilities. 	<ul style="list-style-type: none"> • Services will be provided at the following locations: <ul style="list-style-type: none"> ♦ 2148 Kingsway, Vancouver ♦ 7260 St. Albans, Richmond • If program staff may determine a client is better served by transferring to a location other than the one first assigned within the Vancouver Coastal Region 2 boundary, the Contractor may transfer the client with approval from the Ministry. • A "Checklist for Planning and Assessing Barrier Free Accessibility for Elizabeth Fry Society Facilities and Programs" is completed for each program location/possible location to enable sites to meet the standards required. A completed checklist for each site will be provided to the Ministry to demonstrate compliance with the standard. • The checklist includes considerations of public transit routes and their frequency, walking distances from bus stops or Skytrain or SeaBus Terminals; and private transportation through location on well travelled public thorough fares with adequate public parking. • All sites are accessible to people with physical disabilities.
<ul style="list-style-type: none"> • Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 AM and 4:30 PM or as approved by the Ministry 	<ul style="list-style-type: none"> • The main switch board will be available 8:30 AM to 5:00 PM weekdays excluding statutory holidays, Boxing Day and Easter Monday. • Program staff will be scheduled to work commencing at 8:30 AM with scheduling varied to enable completion of the work day as late as 6:00 PM on particularly demanding days such as cheque pick up day.
<ul style="list-style-type: none"> • Site provides for client and staff safety and security. • Security in place at site for protection of property and client information and funds. 	<ul style="list-style-type: none"> • The contractor will use crisis intervention strategies to de-escalate and manage challenging client behaviours. • The contractor will staff enough people on hand so as to provide prompt service to avoid long waiting periods due to volume. • Facilities will have higher than average counter-tops and limited entry to workers' spaces to dissuade unauthorized entry. • The contractor will limit the ability of worker's to distribute cash or create cheques so as to avoid the perception that insistence or intimidation would be successful in receiving funds. • A minimally cluttered lobby with comfortable seating, and beverages and snacks will be available so as to promote a safe and hospitable environment. • Staff will prepare clients in advance if at all possible of any discrepancies, hold backs or refusals prior to check issue. • No single staff coverage will be provided to clients at any site, at any time. • The contractor will maintain policies and procedures that protect client records from inadvertent destruction or unauthorized access that include: <ul style="list-style-type: none"> ♦ <i>Storage of records in a secure location, locked in fireproof/fire resistant cabinets;</i>

	<ul style="list-style-type: none"> • <i>Accessibility only by authorized personnel;</i> • <i>Computer and electronic systems, access protection, password protection;</i> • <i>Scheduled backup of all electronic records, electronic backup will be maintained off-premises;</i> • <i>Up-to-date virus protection of all electronic records; and</i> • <i>Staff observation of confidentiality guidelines.</i>
<ul style="list-style-type: none"> • Criminal record reviews as required by the Criminal Records Review Act will be obtained for staff delivering the Program, These reviews will meet the standards under the Criminal Record Review Act. 	<p>The Society's hiring policy requires the provision of at least one Criminal Record Check to be completed by each potential candidate.</p> <ul style="list-style-type: none"> • All employees are required to undergo a Criminal Record Search at their local police station and the form is then sent by the police to the Executive Director. Upon the advisement of clearance of the review a candidate is offered a position in the organization. • As required under the Criminal Records Review Act all employers must ensure that any individual hired for employment involving work with children must undergo an additional criminal record check. Because children, as dependants may be a part of the program the Society will require all employees to submit to a Provincial review and leave the determination of applicability to the Province based upon that screening. • In the event of a criminal conviction that the local Criminal Record Check reveals, the record is reviewed by the Society's Human Resources Committee for the determination of an offer of employment. • In addition to the 62 offences that the Provincial Criminal Record Review screens for, the Committee also considers, among other things, theft or fraud offences to be relevant for personnel screening purposes. • Records of the Criminal Record Checks, including the Society's Human Resources Committee rationale if needed for an offer of employment, will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Written Business Continuation Plan in place 	<ul style="list-style-type: none"> • The Contractor will have a detailed Business Continuation Plan approved by the Society Board of Directors to enable a comprehensive response in the event of a disruption to service due to a natural disaster. • In addition to the Business Continuation Plan, there will be a plan in place for key employees such as the Executive Director, and an identified designate which is annually identified, lines of communication and authority will be annually reviewed by the Board, codified in policy, and; a copy of the comprehensive plan inclusive of work disruption, natural disasters, strikes, and other eventualities maintained by the Director of Finance, Executive Director and President of the Board with a final copy retained electronically by the Manager of Human Resources. • A current written Business Continuation Plan will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Written Risk Management Plan in place to ensure the security and safety of clients, personnel and property. 	<ul style="list-style-type: none"> • The Contractor will have policies and procedures in place for risk management including the review of key liability exposures such as Facility Management; Special Events; Transport of Clients; Program Operations; Directors and Officers Liability; Child and Youth Programs. • A current written Risk Management Plan will be made available to the Ministry on request.

<ul style="list-style-type: none"> • Have a Code for Conflict of Interest in place. • Have a Code of Ethics in place and acknowledged by all staff. 	<p>The Contractor will have a Conflict of Interest Policy and Procedure in place and a Code of Ethics in place both of which are acknowledged by their staff through:</p> <ul style="list-style-type: none"> a) signing that they have read and understand the Policy and Procedure of the Society; and b) signing that they have read and understood the Conflict of Interest Policy, the Code of Ethics plus a Confidentiality Covenant, and Harassment Policy which will be placed in their Personnel Files as signed documents. <ul style="list-style-type: none"> • The Contractor will review and cover these policies and procedures in the agency wide New Employee Orientation • Proof of acknowledgment of these policies by staff will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Required reports submitted to the Ministry on time. 	<ul style="list-style-type: none"> • The Contractor will utilize clear expectations and performance management to ensure that contractual requirements are met, inclusive of reports submitted on time. • To enable effective monitoring and management of timeliness items will be date stamped when received. Faxes will be used for submission of documents immediately. Email will be used as appropriate, for basic information that does not breach confidentiality concerns for unsecured information. Originals will then be mailed, or dropped off by program staff as appropriate. • The EAO will be informed of any changes in the client information, including contact information.
<ul style="list-style-type: none"> • Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". 	<ul style="list-style-type: none"> • Documents for each client will be maintained in letter size folders, affixed by a two-prong backer, and be maintained in chronological order with most recent on the top. • Closed client files will be filed and prepared in accordance with the Ministry "Records Management Guidelines for Contractors"
<ul style="list-style-type: none"> • Appropriate financial tracking documentation maintained, in accordance with standard accounting practices. 	<ul style="list-style-type: none"> • The Contractor will be audited on an annual basis and the Society's Audited Financial Statement submitted to the Ministry. • The Contractor will maintain a Financial Policies and Procedures document and will be available to the Ministry on request.

2.0 Term and extensions:

2.1 Start date of the Agreement: **April 1, 2009** End Date: **March 31, 2010**

2.2 The Parties may agree to extend the Term by a maximum of two (2) extensions, each of one (1) year in length; the first expiring on March 31, 2011 (the "First Extension") and the second expiring on March 31, 2012 (the "Second Extension").

Schedule "B"
FEES AND EXPENSES

1.0 PAYMENTS

- 1.01 For the period April 1, 2009 to April 30, 2009 a payment of \$2,723.00 will be initiated upon receipt of an invoice for the transition of service delivery in the month proceeding in which the invoice is submitted.
- 1.02 For the period May 1, 2009 to March 31, 2010, a fixed monthly payment of \$ 7,723.00 will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.
- 1.03 Notwithstanding paragraph 1.01 of this Schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.01 of this Schedule exceed, in the aggregate, \$ 87,676.00.
- 1.04 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purposes for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold a payment if the Contractor fails to provide the reports identified in Schedule A, or any other reports required under this Agreement.

3.0 UNEARNED REVENUE

- 3.01 If the Contractor receives funds from the Province under this Agreement for the provision of the Services specified in Schedule "A" or to the performance of any other obligation of the Contractor under this Agreement, and the Contractor has not performed or does not perform those services within the time or in the manner required under this Agreement, without limiting any other available remedy, the Province may, at its option, do either or both of the following:
- a) recover such funds as a debt due to the Province in accordance with the Financial Administration Act; or
 - b) reduce future payments payable by the Province to the Contractor under this Schedule by the amount of such funds.

Schedule "C"
APPROVED SUBCONTRACTORS

[include as appropriate]

N/A

SCHEDULE D - INSURANCE

GOVERNMENT MASTER INSURANCE PROGRAM

1. The Province will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
2. The Contractor shall be responsible for and pay any deductible under the policy.
3. The Contractor will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
6. The Contractor shall provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in section 1.

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Housing and Social Development (the Province) and The Elizabeth Fry Society of Greater Vancouver (the Contractor) respecting ceap46203101133 (the agreement).

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province 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

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F
ADDITIONAL TERMS
[N/A]

SCHEDULE G SECURITY

Definitions

1. In this Schedule,
 - (a) "Act" has the meaning given to it in Schedule E attached to this Agreement;
 - (b) "Authenticated" means having verified an individual's identity using appropriate security measures, including user identification number and password;
 - (c) "Authorized" means having the permission of the Contractor or the Province to provide and deliver the Services on a need to know or need to access basis;
 - (d) "Personal Information" has the meaning given to it in Schedule E attached to this Agreement;
 - (e) "Security Clearance Check" means a criminal record check conducted as described in Article 21 of this Agreement; and
 - (f) "Site" means a location where Confidential Information resides or is stored.

Privacy Protection

2. The Contractor agrees to maintain security standards with respect to Confidential Information that are consistent with the Province's privacy policies and the Act, including strict control of access to and confidentiality of Confidential Information.

Security of Information

3. The Contractor acknowledges that providing and delivering the Services involves the collection, use, storage and transmission of Confidential Information, and that the security, availability, integrity and confidentiality of the Confidential Information are paramount to the Province.
4. The Contractor agrees to meet or exceed the Province's security requirements as set out in this Agreement and, as may be amended from time to time.

Adherence to Provincial Security Standards

5. The Contractor agrees to maintain security standards consistent with security policies, standards, guidelines and practices of the Province, including those outlined in the Province's:
 - (a) Core Policy and Procedures Manual, (<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm>), as may be amended from time to time, particularly sections 12 and 15; and
 - (b) Information Technology Security Policy (ITSP), (<http://www.cio.gov.bc.ca/prgs/ITSP.pdf>) as may be amended from time to time.

Security Communication and Compliance Monitoring

6. The Contractor will familiarize itself with, and communicate to and monitor for compliance by all Employees providing and delivering Services, all of the security requirements issued by the Province as detailed in this Schedule, Schedule E to this Agreement and Article 9 of this Agreement.

Security Clearances

7. The Province may require the Contractor to ensure that any Employee with access to Information Systems undergo a Security Clearance Check.
8. The Contractor will have procedures in place during the Term to issue access to Information Systems and Confidential Information, to properly Authorized Employees and promptly revoke such access in the event of a security concern or if an Employee ceases to provide Services.

System Access

9. The Contractor will:
 - (a) limit access to any systems or facilities used to provide and deliver the Services to Authorized Employees only; and
 - (b) partition any processing platforms or telecommunications facilities that are used to provide Services and are shared with any other customer or client of the Contractor, or any subcontractor of the Contractor, in such a

way to allow only Authorized Employees to access Confidential Information and Services configurations.

Data Access

10. The Contractor will have procedures in place to ensure that access to Confidential Information transiting data networks of the Contractor or any Subcontractor or resident on hardware systems owned or maintained by the Contractor or any Subcontractor is limited to Authenticated and Authorized Employees.
11. The Contractor will have procedures in place to insure that Confidential Information is not addressable from networks owned or operated by the Contractor or any Subcontractor or downstream network connections from those networks except by Authenticated and Authorized Employees.
12. All Confidential Information will be removed from Contractor and Subcontractor systems and facilities upon the expiry or sooner termination of the Agreement unless there is a written agreement made between the Contractor and the Province to maintain the Confidential Information, which will include a timeframe for its removal.

Physical Access

13. The Contractor will ensure that equipment and telecommunications facilities used to provide the Services are secured by an electronic card access system, combination lock, lock and key, or equivalents.
14. The Contractor will maintain logs of all accesses to any Site, and have a procedure in place by which access audit reports are made readily available to the Province.

Security of Data Transit and Storage

15. The Contractor will ensure that any Confidential Information that transits or is stored on the Province's equipment or systems or equipment such as servers or systems not owned by the Province will be secure at all times and encrypted using industry standards of encryption when transported on an unsecured network.
16. The Contractor will ensure that Passwords are encrypted at all times.

Monitoring of Data and Telephone Calls

17. The Contractor will:
 - (a) use its best efforts to ensure the security of all data and telephone calls related to the Services;
 - (b) restrict data and telephone call monitoring to Authorized Employees who have passed a Security Clearance and who are performing network maintenance activities only;
 - (c) ensure that any information obtained by monitoring is not stored at, used by or disclosed to third parties; and
 - (d) have policies in place that prohibit Employees from using or disclosing any sensitive information obtained by monitoring.

Security Records and Reporting

18. The Contractor agrees that:
 - (a) the Province will be given immediate notification of any actual or suspected security breaches or violations;
 - (b) the Province will have complete and open access to security records for a period of 7 years to enable investigations of security incidents; and
 - (c) security records are subject to privacy regulations and will not be disclosed to or accessed by anyone who is not Authorized.

Network Acceptable Use

19. The Contractor will not route traffic not associated with the Services on the Province's networks or use unauthorized attachments of cables, modems, wireless or other communication equipment on any portion of the Province's networks.
20. The Contractor will have policies and procedures in place that prohibit any Employee from unauthorized use of the Province's networks as described in paragraph 19 above.

Fraud and Inappropriate Use

21. The Contractor will support the Province's investigation of suspicious events relating to access to, or collection, use, disclosure or disposal of Confidential Information.

SCHEDULE H
CONFIDENTIALITY AGREEMENT/ UNDERTAKING OF CONFIDENTIALITY

_____ (the "Contractor") executed a services agreement dated _____ (the "Agreement") with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Housing and Social Development (the "Province") to provide services to the Ministry of Housing and Social Development. As a result of the Agreement, the Contractor, or the Contractor's employees or subcontractors, may produce or receive from the Province or another person, accounting records, findings, software, data, code, designs, plans, specifications, drawings, working papers, reports, documents and other material (the "Material").

I, _____ [print name], am an employee / a subcontractor of the Contractor / of _____, a subcontractor of the Contractor *[strike out words not applicable]*. For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I undertake and agree as follows.

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material and other information that comes to my knowledge, or is supplied to or obtained by me as a result of the Agreement (collectively, the "Confidential Information"), except:
 - (a) insofar as the Confidential Information to be used, published, or disclosed is general public knowledge or was in my possession prior to the date of the Agreement;
 - (b) insofar as the Confidential Information to be used, published or disclosed is provided by a third party who waives any requirement that it be held confidential; and
 - (c) as such use, publication or disclosure is required by law.
2. I agree that the Contractor or the Province, on written notice to me, may end my access to the Confidential Information if I do not adhere to the provisions contained in this Undertaking of Confidentiality.
3. On the end of my access to the Confidential Information, or on written request and direction by the Contractor or the Province, I agree to return to the Contractor or the Province, as applicable, within a reasonable time, all Confidential Information in my possession.

Executed at _____, BC, this _____ day of _____, 20____.

SIGNED AND DELIVERED BY _____
_____ in the presence of: _____

[Witness signature]

[Witness name]

)
)
)
)
)
)

[Employee signature]

[Employee name]

The information requested on this EIA25 is collected for the purpose of approving new contract commitments and amending existing contract commitments. The original contract (not a copy) must accompany the approved EIA25 to the Data Entry Clerk at least three weeks prior to the first payment being made.

ROUTE THIS FORM TO THE PERSON WITH AUTHORITY TO RECOMMEND OR TO APPROVE THE CONTRACT/CONTRIBUTION UNDER EXISTING POLICY.

CONTRACT NUMBER		CATEGORY CODE	CONTRACT MANAGER	AREA CODE/TELEPHONE
C	46302	09	3159	ZZ.ZZ03
ORIGINATING OFFICE		Laureen Sawyer		
1800 - 13450 102 Avenue, Surrey, BC V3T 5X3				

NAME OF PAYEE/CONTRACTOR	CONTACT NAME	AREA CODE/TELEPHONE
Elizabeth Fry Society of Greater Vancouver	Shawn Bayes/Margaret Walline	604 520-1166
CONTRACTOR'S BILLING ADDRESS	CITY/TOWN	POSTAL CODE
Suite 103 - 237 E. Columbia Street	New Westminster, BC	V3L 3X1

CONTRACT SELECTION PROCESS ☐ Confirm services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/> SELECTED FROM PRE-QUALIFICATION LIST - RFQ # _____ RSA # _____
<input checked="" type="checkbox"/> REQUEST FOR PROPOSAL - RFP #46300-04. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> INVITATION TO QUOTE - ITQ # _____. Confirm posted to BC Bid (required if contract value is \$75,000 or over) <input type="checkbox"/>
<input type="checkbox"/> AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)
<input type="checkbox"/> DIRECT AWARD <input type="checkbox"/> UNDER \$25,000 <input type="checkbox"/> OVER \$25,000 - Confirm DM Pre-Approval completed <input type="checkbox"/> - Notice of Intent Posted - NOI # _____ <input type="checkbox"/> (Under \$50,000 Notice of Intent suggested; over \$50,000 Notice of Intent required.)
DIRECTLY AWARDED WITHOUT COMPETITIVE PROCESS WHERE ONE OF THE FOLLOWING EXCEPTIONAL CONDITIONS APPLIES AS DESCRIBED IN CORE POLICY MANUAL, CHAPTER 6.3.2. CHECK APPROPRIATE BOX AND PROVIDE AN EXPLANATION:
<input type="checkbox"/> PUBLIC SECTOR ORGANIZATION <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNFORESEEABLE EMERGENCY <input type="checkbox"/> CONFIDENTIALITY <input type="checkbox"/> SECURITY ISSUE
EXPLANATION: _____
<input type="checkbox"/> MODIFICATION Justification: _____

TERMS OF CONTRACT/CONTRIBUTION ☒ NEW ☐ MODIFICATION # _____

ORIGINAL CONTRACT START DATE	ORIGINAL CONTRACT END DATE	ORIGINAL CONTRACT AGGREGATE
January 1, 2009	December 31, 2009	\$ 266,760.00
DESCRIPTION OF SERVICES		
Third Party Administration		
EXISTING CONTRACT END DATE (IF PREVIOUSLY MODIFIED, ENTER DETAILS OF LAST MOD)	EXISTING CONTRACT AMOUNT (+/-)	EXISTING CONTRACT AGGREGATE
		\$
NEWLY MODIFIED END DATE	NEW MODIFICATION AMOUNT (+/-)	NEWLY MODIFIED AGGREGATE
		\$
DESCRIPTION OF CHANGE TO CONTRACT		

FISCAL BREAKDOWN

CURRENT CONTRACT AGGREGATE	=	FUTURE FISCAL(\$S) AMOUNT	+	PREVIOUS FISCAL(\$S) AMOUNT	+	TOTAL CURRENT FISCAL AMOUNT
\$ 266,760.00		\$ 200,070.00		\$		\$ 66,690.00
TOTAL CURRENT FISCAL AMOUNT EQUALS THE CURRENT FISCAL AMOUNT FROM LINES 1, 2 AND 3						
LINE 1: FEES	RESP	46302	SR LINE	50906	STOB	8001
	PROJ		REQUISITION No.			
						FISCAL AMOUNT
						\$ 66,690.00 +
LINE 2: EXPENSES	RESP		SR LINE		STOB	
	PROJ		REQUISITION No.			
						FISCAL AMOUNT
						\$ +
LINE 3	RESP		SR LINE		STOB	
	PROJ		REQUISITION No.			
						FISCAL AMOUNT
						\$ +
SEE FOLLOWING PAGE FOR LIST OF PGO PROCUREMENT PROCESS CODES, AIT EXCLUSION CODES AND PO CLASS AND DESCRIPTION. PLEASE ENSURE PC AND AIT CODES WILL REMAIN THE SAME AFTER ANY MODIFICATIONS.						
PGO PROCUREMENT PROCESS CODE #	PGO AIT EXCLUSION CODE #	PGO PO CLASS/DESCRIPTION				
100	300	Third Party Administration				

EXPENSE AUTHORITY

I HEREBY CERTIFY THAT THIS REQUEST MEETS ALL APPLICABLE MINISTRY AND GOVERNMENT POLICIES.		
EXPENSE AUTHORITY NAME	SIGNATURE	DATE SIGNED
L. Bouc	<i>[Signature]</i>	30/12/08

OCG SUPPLIER AND SITE NUMBER	CONTRACT ADMINISTRATOR NAME

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF HOUSING AND SOCIAL DEVELOPMENT**

CONTRIBUTION AGREEMENT

THIS AGREEMENT dated for reference the 1st day of January, 2009

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Ministry of Housing and Social Development

(the "Province")

OF THE FIRST PART

AND:

The Elizabeth Fry Society of Greater Vancouver
Suite 103 - 237 E. Columbia Street,
New Westminster, British Columbia V3L 3X1

(the "Contractor")

OF THE SECOND PART

The parties to this Agreement agree as follows:

1.00 APPOINTMENT

- 1.01 The Province retains the Contractor to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

2.00 CONTRACTOR'S OBLIGATIONS

- 2.01 The Contractor will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term;
 - (b) expend funds received as a payment under this Agreement in accordance with the terms of Schedule "B" of this Agreement and only for the purpose of carrying out the Services;
 - (c) fully inform the Province of the work completed and remaining to be done by the Contractor under this Agreement;
 - (d) comply with all applicable laws;
 - (e) without limiting the provisions of subparagraph (d), carry out criminal record reviews as required by the *Criminal Records Review Act*;
 - (f) without limiting the provisions of subparagraph (d), comply with the *Workers' Compensation Act* for the Province of British Columbia;
 - (g) without limiting the provisions of subparagraph (d), comply with the *Income Tax Act of Canada*, including but not limited to the reporting of supports paid to or on behalf of Clients as and when required under that Act;
 - (h) without limiting the provisions of subparagraph (d), comply with the *Freedom of Information and Protection of Privacy Act*;
 - (i) hire and retain only qualified staff; and,
 - (j) supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.

3.00 CONFLICT OF INTEREST

- 3.01 The Contractor will not, during the Term, perform a service for, or provide advice to, any person or entity where the performance of such service or the provisions of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

4.00 INSURANCE AND INDEMNITY

- 4.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule "D", which the parties agree are intended to represent the Province's initial insurance requirements for the Contractor. The Contractor acknowledges and agrees that, despite the inclusion of these requirements in Schedule "D", the Province may alter or amend the insurance requirements at any time during the Term of the Agreement at its sole discretion, and the Contractor will be required to comply with the altered or amended requirements at such time.
- 4.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

5.00 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCIAL LOGO

- 5.01 The Contractor will:
- (a) cooperate with the Province in making public announcements regarding the Services and the details of this Agreement;
 - (b) acknowledge the Province's contribution to the Services by prominently displaying an acknowledgment incorporating the Provincial logo in any materials produced and distributed by the Contractor to the public for the purpose of promoting the Services;
 - (c) post signage acknowledging the Province's contribution to the Services, the form, content and location of which will be determined in consultation with the Province; and
 - (d) not use the Provincial logo in any other capacity or for any other purpose.

6.00 THE MATERIAL

- 6.01 Any and all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents and databases (both printed and electronic, including, but not limited to, hard disks, diskettes and information recorded on hand-held devices) and any other records, whether complete or not, that are collected, created, or otherwise acquired by the Contractor or any subcontractor with respect to this Agreement (collectively, the "Material") is the exclusive property of the Province, with the exception of any operating manuals and/or documentation developed and used internally for general operational purposes by the Contractor.
- 6.02 From time to time, the Province may request that the Contractor permit the Province, upon reasonable notice and at all reasonable times, to enter any premises used by the Contractor to deliver the Services or used to keep any Material pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy the Material and the Contractor will comply in a timely manner with each such request.
- 6.03 The Province is the owner of all present and future proprietary rights, including copyright, in the Material.

- 6.04 The Contractor hereby assigns to the Province all present and future proprietary rights, including copyright, that it may now or hereafter hold in the Materials and the Contractor agrees to execute all further documentation, and to take all further actions which the Province considers necessary or advisable to vest such rights in the Province, including waivers in favour of the Province of any moral rights which the Contractor or employees or any sub-contractor may have in the Material.

7.00 INFORMATION MANAGEMENT

- 7.01 The Contractor will comply with the requirements of the Privacy Protection Schedule attached to this Agreement as Schedule "E", with respect to personal information as defined in section 2 of that Schedule.
- 7.02 In addition, and without limiting the provisions of paragraph 7.01 concerning personal information, the Contractor will:
- (a) collect or create Material in relation to the Services during the Term of this Agreement, as set out in Schedule "A" and "B";
 - (b) produce and deliver to the Province statements and other reports in accordance with Schedules "A" and "B" of this Agreement;
 - (c) treat as confidential all Material collected and created by the Contractor, or any subcontractor with respect to this Agreement, unless otherwise specified by the Province in writing;
 - (d) not without the prior written consent of the Province, permit the disclosure of Material referred to in paragraph 7.02 (c) except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement, and except as required or permitted by applicable law including the *Freedom of Information and Protection of Privacy Act*;
 - (e) advise the Province of the location of all premises at which the Contractor is keeping any such Material;
 - (f) keep all Materials collected or created by the Contractor or any subcontractor with respect to this Agreement, segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as required by applicable law, including the *Document Disposal Act*, and ensure that any destruction of Material is carried out in a manner authorized by the Province in writing;
 - (g) notify the Province immediately upon becoming aware of any breach of security involving the unauthorized collection, access, use, disclosure or destruction of Material;
 - (h) on request, make available to the Province any Material collected or created with respect to this Agreement that are subject to an access to information request made under the *Freedom of Information and Protection of Privacy Act*;
 - (i) at the end of the Agreement or as directed by the Province in writing, return all Material collected or created by the Contractor or any subcontractor, with respect to this Agreement, to the Province;
 - (j) provide any Material returned to the Province in accordance with standard Ministry instructions, regarding Material collected or created with respect to this Agreement in effect at the time of return, and by a secure means of shipment;
 - (k) not retain any personal information regardless of its storage format (eg: paper, electronic or film), collected or created with respect to this Agreement, beyond the Term of this Agreement;
 - (l) immediately return to the Province all Material collected or created by the Contractor or any subcontractor with respect to this Agreement if the Contractor is unable to fulfil the terms of the Agreement for any reason; and
 - (m) in addition to the rights granted to the Province under paragraph 6.02, upon reasonable notice at any time during normal business hours, allow the Province to audit or inspect the Contractor's information management and security policies, practices and arrangements to ensure they meet and comply with the requirements and obligations identified in this paragraph 7.02.

8.00 NOTICES

- 8.01 Any written communication must cite the contract number and be mailed, delivered or faxed to the following address:

(a) from the Contractor to the Province:

Ministry of Housing and Social Development
Business Strategy Administrator
1800 – 13450 102 Avenue
Surrey, British Columbia V3T 5X3
Fax: (604) 586-2681

(b) from the Province to the Contractor:

The Elizabeth Fry Society of Greater Vancouver
Suite 103 - 237 E. Columbia Street
New Westminster, British Columbia V3L 3X1
Fax: (604) 520-1169

- 8.02 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if delivered; or on the date of transmission if faxed.
- 8.03 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 8.01(a) or (b) of this Agreement, be deemed to be the address of the party that gave notice.

9.00 BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS

- 9.01 The Contractor will, upon reasonable notice at any time during normal business hours, permit the Province to enter any premises used by the Contractor to deliver the Services or used to keep any documents or records pertaining to delivery of the Service, in order for the Province to copy or audit, or both, any or all of the books of account.
- 9.02 Within three months of being requested to do so by the Province, the Contractor will provide to the Province an audited financial statement prepared by a recognized accounting firm, relating to any part of the Term of this Agreement.

10.00 PAYMENT

- 10.01 Subject to the provisions of this Agreement, the Province will pay to the Contractor for the provision of the Services not more than the amount specified in Schedule "B" at the times and in the manner specified in that Schedule. The Province is not, under any circumstances, obliged to pay the Contractor for the provision of the Services more than the amounts specified in Schedule "B".
- 10.02 The Contractor must comply with any payment requirement set out in Schedule "B".
- 10.03 If the Contractor receives funding for, or in respect of, the Services from any other source, the Contractor will immediately provide the Province with full and complete details of the other funding.
- 10.04 The Province certifies to the Contractor that the Services purchased under this Agreement are for the use of the Province and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

- 10.05 Notwithstanding any other provision contained in this Agreement, where a fully executed assignment of copyright and all waivers of moral rights are not delivered to the Province as required under paragraph 6.04 of this Agreement:
- (a) no further payment by the Province under this Agreement is due and owing; and
 - (b) the payment made under this Agreement is deemed to be a debt due to the Province and without claim or request, payable immediately to the Province.
- 10.06 Notwithstanding any other provision of this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and to Treasury Board not having controlled or limited expenditure under any appropriation.
- 10.07 Without limiting any other remedy or action available to the Province, the Province may reduce or withhold any payment, or demand repayment:
- (a) if an event of default, as defined in paragraph 14.01 of this Agreement, has occurred;
 - (b) pending the outcome of an audit of the Contractor's books of account and records in accordance with paragraph 9.00 of this Agreement.
 - (c) if the Contractor receives funding for, or in respect of, the Services from any other source;
 - (d) if the Contractor does not apply funds received from the Province which are to be applied for the provision of services or to the performance of any other obligation of the Contractor under this Agreement.
- 10.08 The Province may withhold from any payment any amount sufficient to indemnify the Province against any lien or other third party claims that arise or are reasonably likely to arise in connection with the provision of the Services.

11.00 REPRESENTATIONS AND WARRANTIES

- 11.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct;
 - (b) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Contractor's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
 - (c) the Contractor is not in breach of any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

12.00 RELATIONSHIP

- 12.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 12.02 The Contractor will:
- (a) be an independent contractor and not the servant, employee or agent of the Province;
 - (b) ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not of the Province; and
 - (c) advise all of its employees that they are not employees of the Province pursuant to this Agreement.
- 12.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.

- 12.04 From time to time, the Province may give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

13.00 ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor will not, without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) subcontract any obligation of the Contractor under this Agreement.
- 13.02 No subcontract entered into by the Contractor will relieve the Contractor of any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract. The Contractor must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services as specified in Schedule "C".
- 13.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

14.00 EVENT OF DEFAULT

- 14.01 Any of the following events will constitute an Event of Default:
- (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
 - (c) the Contractor ceases, in the opinion of the Province, to operate;
 - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
 - (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
 - (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (g) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act (Canada)* is made by, the Contractor;
 - (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
 - (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have commenced to enforce payment thereof.

15.00 TERMINATION

- 15.01 Notwithstanding any other provision of this Agreement, upon the occurrence of any Event of Default and at any time thereafter, the Province may, at its discretion, immediately terminate this Agreement and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.02 The Province may, at its sole discretion, terminate this Agreement on 30 days written notice and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.

- 15.03 The Contractor may, with cause, terminate this Agreement on 90 days written notice to the Province and payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.04 Where this Agreement is terminated before full completion of the Services, the Province will pay to the Contractor that portion of the payment equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

16.00 DISPUTE RESOLUTION

- 16.01 If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process will be used:
- (a) A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - (b) If, within 14 days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties will submit the dispute to arbitration; and
 - (c) The remaining issues in dispute will be determined by arbitration under the Commercial Arbitration Act, R.S.B.C. 1996, and the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

17.00 NON-WAIVER

- 17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 17.02 The written waiver by the Province of any breach by the Contractor of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

18.00 SURVIVAL OF PROVISIONS

- 18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.
- 18.02 All representations, warranties, covenants and agreements made herein are material and will be deemed to have been relied upon by the Province and will continue in full force and effect during the Term and will survive any expiration or sooner termination of this Agreement.

19.00 MISCELLANEOUS

- 19.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 19.02 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 19.03 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

19.04 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

20.00 ENTIRE AGREEMENT

20.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

20.02 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

20.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.


The parties hereto have executed this Agreement as at the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

SIGNED AND DELIVERED on behalf of the
Province by an Authorized Representative of
the Province.

SHAWN BRYES, Exec DIR
(Print Name of Contractor or Authorized
Representative)

L. Bouché
(Print Name of Authorized Representative)


(Signature)


(Signature)

Dec 23/08
(Date)

Dec. 30/08
(Date)

SCHEDULE "A"

SERVICES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at January 1st, 2009

1.0 TERM

This Agreement will start on January 1st, 2009 and end on December 31st, 2009, inclusive (the 'Term').

2.0 SERVICES

The Contractor will provide Third Party Administration Services (TPA) as follows:

- 2.01 Provide TPA services in the following Region 3 geographic areas and communities, for up to the indicated number of Ministry clients per month:

Geographic Area	Primary Community	Number of clients
Region 3 - West	Burnaby	50
	Coquitlam / Port Coquitlam / Maple Ridge	50
	New Westminster	40
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85
	Surrey South: South Surrey, Langley, Newtown, Delta	60
Total clients		285

- 2.02 Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
- those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises.

Referrals to the Contractor will be in writing from the Ministry worker. The written referral will be preceded by telephone referral from the worker to the designated Contractor liaison.

- 2.03 Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources
- 2.04 Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. Assistance will be disbursed in accordance with the Third Party Administration procedures developed by the Contractor. Changes to these procedures will be done in consultation with the Business Strategy Administrator.

Cheques will only be released to clients with two (2) pieces of appropriate identification.

Examples of appropriate identification include:

- | | |
|--|--|
| a) Driver's Licence | f) Citizenship or Immigration Documents |
| b) BC Identification card | g) Offender ID Card issued by Corrections Canada |
| c) Passport | h) Native Status Card with Photo |
| d) Social Insurance Card | |
| e) Birth Certificate/Baptismal Certificate | |

All decisions regarding eligibility for BCEA are the responsibility of the Ministry.

- 2.05 Assist clients referred by the Ministry to:
- Develop better financial management skills,
 - Develop life skills; more appropriate behaviours within community,
 - Access appropriate community resources.
- 2.06 Assist clients in obtaining proper identification and other documents, when required by the Ministry. The Contractor will assist clients in completing the "Request for Continued Assistance" (HSD0081) and ensure its return to the appropriate EAO by the 5th of the following month.
- 2.07 Jointly review each client's progress with the appropriate Ministry EAO Supervisor or designate at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services
- 2.08 Track all cheques received from the Ministry and distribute to clients in a manner consistent with good accounting principles.
- 2.09 Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures.
- 2.10 Provide services to clients referred by MHSD designated staff as follows:
- Service will be provided primarily in the following identified communities, but may include other areas as required and determined by the Ministry;
 - All clients will be able to access telephone service through the Contractor's main switchboard number 604-520-1166 or 1-888-879-9593 during hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30pm; calls will be routed to program staff in the appropriate community office or cellular phone;
 - Service at hosted sites will be provided by the Contractor one day per week for cheque administration and client meetings. Document drop-off and faxing to the centralized location in New Westminster would be provided at the hosted site all other days during the week;
 - Face-to-Face Service will be available at all sites, in the identified communities, on Wednesday of Cheque Issue week;
 - In instances where the Contractor is unable to release Ministry issued emergency funds to a client on a timely basis, the Contractor will contact the Business Strategy Administrator or designate, to notify them;
 - All clients will have direct access on a drop-in basis, during hours of operation to the centralized location; Suite 103 – 237 East Columbia Street, New Westminster; and:

Face-to-Face service will be provided in each community as follows:

Burnaby:

- Service to clients in Burnaby will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Burnaby Baptist Fellowship, 5525 East Hastings Street, Burnaby; and

- Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

New Westminster:

- Service to clients in New Westminster will be provided through one location:
 - Suite 103 – 237 East Columbia Street, New Westminster

Coquitlam, Port Coquitlam, Maple Ridge:

- Service to clients in Coquitlam, Port Coquitlam, and Maple Ridge will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Arcus Community Resources, 22320 119th Avenue, Maple Ridge; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

Surrey North:

- Service to clients in the geographic areas of Guildford, Fleetwood, and Whalley will be provided through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - 14649 108th Avenue, Surrey

Surrey South:

- Service to clients in the geographic areas of South Surrey, Langley, Newton, Delta will be provided service through two locations:
 - Suite 103 – 237 East Columbia Street, New Westminster; or
 - Hosted site: Newton Advocacy Group Society, 13588 88th Avenue, Surrey; and
 - Program staff will be available at hosted site on Tuesdays and Thursdays each week as needed.

- 2.11 Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm, based on the need of each geographic area and community, unless otherwise negotiated by Contractor and the Business Strategy Administrator, Business Strategy Manager or Ministry designate.
- 2.12 Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than January 31st, 2009.
- 2.13 The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than January 31st, 2009.

3.0 PERFORMANCE REQUIREMENTS AND PERFORMANCE STANDARDS

- 3.01 The Contractor agrees to the following Performance Requirements and related Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> • Accept referrals from the Ministry 	<ul style="list-style-type: none"> • Referrals are accepted within 24 hours. • Ministry is advised if a client is accepted or not; if not the reason why.
<ul style="list-style-type: none"> • Administration of BCEA 	<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry. • Ensure documents are sent to the Ministry and/or to the clients in a timely manner. • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required.

<ul style="list-style-type: none"> • Assess client needs and assist clients in accessing appropriate community resources. • Assist clients with mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours within the community. 	<ul style="list-style-type: none"> • Client needs are assessed and clients are connected with community resources, where appropriate. • Client progress is reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> • Assist clients to develop better financial management skills, where needed. 	<ul style="list-style-type: none"> • Client progress reviewed at least every 6 months with goal to return to EAO, where appropriate.
<ul style="list-style-type: none"> • Act as liaison between the Ministry and the client. • Assist in obtaining required identification and other documents, when required. 	<ul style="list-style-type: none"> • Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker.
<ul style="list-style-type: none"> • Maintain appropriate facilities and staffing. 	<ul style="list-style-type: none"> • Service delivery site is located in the primary community in which the service is to be provided. • Site is easily accessible by those using public and private transportation. • Site is located within walking distance of public transportation. • Site is accessible to persons with physical disabilities. • Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 am and 4:30 pm. • Site provides for client and staff safety and security. • Security in place at site for protection of property and client information. • Criminal record reviews as required by the Criminal Records Review Act will be obtained for staff delivering the Program to minors. These reviews will meet the standards under the Criminal Record Review Act.
<ul style="list-style-type: none"> • Maintain appropriate administrative requirements. 	<ul style="list-style-type: none"> • Written Business Continuation Plan in place. • Written Risk Management Plan in place. • Required reports submitted to the Ministry on time. • Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". • Appropriate financial tracking documentation maintained, in accordance with standard accounting practices.

4.0 REPORTING

- 4.01 By the 15th of each month the Contractor will provide a report to the Business Strategy Administrator, on the previous month's Services for each of the primary communities in which TPA Services are provided, and a roll up for each geographic area.

The report for each community will include:

- a) List of clients by office codes and caseloads
 - Number of:
 - Active clients at the beginning of the month,
 - Clients referred for TPA services,
 - Clients no longer requiring service,
 - Clients transferred,
 - Clients at the end of the month,

- Clients reviewed for return to EAO:
 - i. Number of clients reviewed,
 - ii. Number of clients deemed suitable and ready to return to EAO,
 - iii. Number of clients accepted back by EAO,
 - iv. Number of clients not accepted back by EAO and reasons why.

4.02 Maintain records of all clients participating in the Program and provide a monthly report to Ministry. The report will include numbers of clients served and the referring Ministry EAO's, and may include other information related to the Program as requested by the Ministry. Where administration of services for a client is discontinued, reasons for discontinuation will be provided to the Ministry.

SCHEDULE "B"

FEES

Agreement between the Ministry of Housing and Social Development and
The Elizabeth Fry Society of Greater Vancouver
as at January 1st, 2009

1.0 PAYMENTS

- 1.01 Subject to the satisfactory performance of the Contractor in providing the Services and the submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$266,760.00** under this Agreement.
- 1.02 Payments will be made monthly upon receipt of an original invoice and monthly statistical reports.
- 1.03 Monthly payments will not be made unless and until the Contractor has complied with all monthly reporting obligations as set out in paragraph 4 of Schedule "A" to this Agreement.
- 1.04 Payments will comprise of a monthly sum of **\$22,230.00** for the months in which the Services are being provided from January 1st, 2009 to December 31st, 2009.

	Primary Community	Number of clients	Total Monthly Amount	Total Yearly Allocation
Region 3 - West	Burnaby	50	\$3,900.00	\$46,800.00
	Coquitlam / Port Coquitlam / Maple Ridge	50	\$3,900.00	\$46,800.00
	New Westminster	40	\$3,120.00	\$37,440.00
Region 3 - South	Surrey North: Guildford / Fleetwood / Whalley	85	\$6,630.00	\$79,560.00
	Surrey South: South Surrey, Langley, Newton, Delta	60	\$4,680.00	\$56,160.00
Total clients		285	\$22,230.00	\$266,760.00

- 1.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold payment(s) if the Contractor fails to provide the Services or any other obligations as set out in the Agreement.

SCHEDULE "C"

APPROVED SUB-CONTRACTORS

1. In accordance with section 13.01 of the Agreement, the Province approves the following Sub-contractor(s):
 - (a) No Sub-contractor approved

2. The Sub-contractor(s) may provide the following Services on behalf of the Contractor:
 - (b) Not applicable

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF HOUSING AND SOCIAL DEVELOPMENT**

SERVICE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April, 2009

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Housing and Social Development

(the "Province")

OF THE FIRST PART

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4

(the "Contractor")

OF THE SECOND PART

The parties to this Agreement agree as follows:

1.00 APPOINTMENT

- 1.01 The Province retains the Contractor to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

2.00 CONTRACTOR'S OBLIGATIONS

- 2.01 The Contractor will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term;
 - (b) expend funds received as a payment under this Agreement in accordance with the terms of Schedule "B" of this Agreement and only for the purpose of carrying out the Services;

- (c) fully inform the Province of the work completed and remaining to be done by the Contractor under this Agreement;
- (d) comply with all applicable laws;
- (e) without limiting the provisions of subparagraph (d), carry out criminal record reviews as required by the *Criminal Records Review Act*;
- (f) without limiting the provisions of subparagraph (d), comply with the *Workers' Compensation Act* for the Province of British Columbia;
- (g) without limiting the provisions of subparagraph (d), comply with the *Income Tax Act of Canada*, including but not limited to the reporting of supports paid to or on behalf of Clients as and when required under that Act;
- (h) without limiting the provisions of subparagraph (d), comply with the *Freedom of Information and Protection of Privacy Act*;
- (i) without limiting the provisions of subparagraph (d), will give all the notices and obtain all the licenses and permits required to perform the work;
- (j) hire and retain only qualified staff; and,
- (k) supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.

2.02 The Contractor and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

3.00 CONFLICT OF INTEREST

3.01 The Contractor will not, during the Term, perform a service for, or provide advice to, any person or entity where the performance of such service or the provisions of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

4.00 INSURANCE AND INDEMNITY

4.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule "D", which the parties agree are intended to represent the Province's initial insurance requirements for the Contractor. The Contractor acknowledges and agrees that, despite the inclusion of these requirements in Schedule "D", the Province may alter or amend the insurance requirements at any time during the Term of the Agreement at its sole discretion, and the Contractor will be required to comply with the altered or amended requirements at such time.

4.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

5.00 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCIAL LOGO

- 5.01 The Contractor will:
- (a) cooperate with the Province in making public announcements regarding the Services and the details of this Agreement;
 - (b) acknowledge the Province's contribution to the Services by prominently displaying an acknowledgment incorporating the Provincial logo in any materials produced and distributed by the Contractor to the public for the purpose of promoting the Services;
 - (c) post signage acknowledging the Province's contribution to the Services, the form, content and location of which will be determined in consultation with the Province; and
 - (d) not use the Provincial logo in any other capacity or for any other purpose.

6.00 THE MATERIAL

- 6.01 Any and all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents and databases (both printed and electronic, including, but not limited to, hard disks, diskettes and information recorded on hand-held devices) and any other records, whether complete or not, that are collected, created, or otherwise acquired by the Contractor or any subcontractor with respect to this Agreement (collectively, the "Material") is the exclusive property of the Province, with the exception of any operating manuals and/or documentation developed and used internally for general operational purposes by the Contractor.
- 6.02 From time to time, the Province may request that the Contractor permit the Province, upon reasonable notice and at all reasonable times, to enter any premises used by the Contractor to deliver the Services or used to keep any Material pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy the Material and the Contractor will comply in a timely manner with each such request.
- 6.03 The Province is the owner of all present and future proprietary rights, including copyright, in the Material.
- 6.04 The Contractor hereby assigns to the Province all present and future proprietary rights, including copyright, that it may now or hereafter hold in the Materials and the Contractor agrees to execute all further documentation, and to take all further actions which the Province considers necessary or advisable to vest such rights in the Province, including waivers in favour of the Province of any moral rights which the Contractor or employees or any sub-contractor may have in the Material.

7.00 INFORMATION MANAGEMENT

- 7.01 The Contractor will comply with the requirements of the Privacy Protection Schedule attached to this Agreement as Schedule "E", with respect to personal information as defined in section 2 of that Schedule.
- 7.02 In addition, and without limiting the provisions of paragraph 7.01 concerning personal information, the Contractor will:
- (a) collect or create Material in relation to the Services during the Term of this Agreement, as set out in Schedule "A" and "B";
 - (b) produce and deliver to the Province statements and other reports in accordance with Schedules "A" and "B" of this Agreement;

- (c) treat as confidential all Material collected and created by the Contractor, or any subcontractor with respect to this Agreement, unless otherwise specified by the Province in writing;
- (d) not without the prior written consent of the Province, permit the disclosure of Material referred to in paragraph 7.02 (c) except to the extent that such disclosure is necessary to enable the Contractor to fulfil its obligations under this Agreement, and except as required or permitted by applicable law including the *Freedom of Information and Protection of Privacy Act*;
- (e) advise the Province of the location of all premises at which the Contractor is keeping any such Material;
- (f) keep all Materials collected or created by the Contractor or any subcontractor with respect to this Agreement, segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as required by applicable law, including the *Document Disposal Act*, and ensure that any destruction of Material is carried out in a manner authorized by the Province in writing;
- (g) notify the Province immediately upon becoming aware of any breach of security involving the unauthorized collection, access, use, disclosure or destruction of Material;
- (h) on request, make available to the Province any Material collected or created with respect to this Agreement that are subject to an access to information request made under the *Freedom of Information and Protection of Privacy Act*;
- (i) at the end of the Agreement or as directed by the Province in writing, return all Material collected or created by the Contractor or any subcontractor, with respect to this Agreement, to the Province;
- (j) provide any Material returned to the Province in accordance with standard Ministry instructions, regarding Material collected or created with respect to this Agreement in effect at the time of return, and by a secure means of shipment;
- (k) not retain any personal information regardless of its storage format (e.g.: paper, electronic or film), collected or created with respect to this Agreement, beyond the Term of this Agreement;
- (l) immediately return to the Province all Material collected or created by the Contractor or any subcontractor with respect to this Agreement if the Contractor is unable to fulfil the terms of the Agreement for any reason; and
- (m) in addition to the rights granted to the Province under paragraph 6.02, upon reasonable notice at any time during normal business hours, allow the Province to audit or inspect the Contractor's information management and security policies, practices and arrangements to ensure they meet and comply with the requirements and obligations identified in this paragraph 7.02.

8.00 NOTICES

8.01 Any written communication must cite the contract number and be mailed, delivered or faxed to the following address:

(a) from the Contractor to the Province:

Ministry of Housing and Social Development
 Vancouver Coastal Region 2
 910 – 360 West Georgia Street
 Vancouver, BC V6B 6B2

Fax: 604 660-2503

(b) from the Province to the Contractor:

Elizabeth Fry Society of Greater Vancouver
904 – 470 Granville Street
Vancouver, British Columbia V6C 1V5

Fax: 604 520-1169

- 8.02 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if delivered; or on the date of transmission if faxed.
- 8.03 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 8.01(a) or (b) of this Agreement, be deemed to be the address of the party that gave notice.

9.00 BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS

- 9.01 The Contractor will, upon reasonable notice at any time during normal business hours, permit the Province to enter any premises used by the Contractor to deliver the Services or used to keep any documents or records pertaining to delivery of the Service, in order for the Province to copy or audit, or both, any or all of the books of account.
- 9.02 Within three months of being requested to do so by the Province, the Contractor will provide to the Province an audited financial statement prepared by a recognized accounting firm, relating to any part of the Term of this Agreement.

10.00 PAYMENT

- 10.01 Subject to the provisions of this Agreement, the Province will pay to the Contractor for the provision of the Services not more than the amount specified in Schedule "B" at the times and in the manner specified in that Schedule. The Province is not, under any circumstances, obliged to pay the Contractor for the provision of the Services more than the amounts specified in Schedule "B".
- 10.02 The Contractor must comply with any payment requirement set out in Schedule "B".
- 10.03 If the Contractor receives funding for, or in respect of, the Services from any other source, the Contractor will immediately provide the Province with full and complete details of the other funding.
- 10.04 The Province certifies to the Contractor that the Services purchased under this Agreement are for the use of the Province and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.
- 10.05 Notwithstanding any other provision contained in this Agreement, where a fully executed assignment of copyright and all waivers of moral rights are not delivered to the Province as required under paragraph 6.04 of this Agreement:
- (a) no further payment by the Province under this Agreement is due and owing; and
 - (b) the payment made under this Agreement is deemed to be a debt due to the Province and without claim or request, payable immediately to the Province.

- 10.06 Notwithstanding any other provision of this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and to Treasury Board not having controlled or limited expenditure under any appropriation.
- 10.07 Without limiting any other remedy or action available to the Province, the Province may reduce or withhold any payment, or demand repayment:
- (a) if an event of default, as defined in paragraph 14.01 of this Agreement, has occurred;
 - (b) pending the outcome of an audit of the Contractor's books of account and records in accordance with paragraph 9.00 of this Agreement.
 - (c) if the Contractor receives funding for, or in respect of, the Services from any other source;
 - (d) if the Contractor does not apply funds received from the Province which are to be applied for the provision of services or to the performance of any other obligation of the Contractor under this Agreement.
- 10.08 The Province may withhold from any payment any amount sufficient to indemnify the Province against any lien or other third party claims that arise or are reasonably likely to arise in connection with the provision of the Services.

11.00 REPRESENTATIONS AND WARRANTIES

- 11.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct;
 - (b) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Contractor's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement; and
 - (c) the Contractor is not in breach of any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

12.00 RELATIONSHIP

- 12.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 12.02 The Contractor will:
- (a) be an independent contractor and not the servant, employee or agent of the Province;
 - (b) ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not of the Province; and
 - (c) advise all of its employees that they are not employees of the Province pursuant to this Agreement.
- 12.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.

- 12.04 From time to time, the Province may give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

13.00 ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor will not, without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) subcontract any obligation of the Contractor under this Agreement.
- 13.02 No subcontract entered into by the Contractor will relieve the Contractor of any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract. The Contractor must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services as specified in Schedule "C".
- 13.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

14.00 EVENT OF DEFAULT

- 14.01 Any of the following events will constitute an Event of Default:
- (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
 - (c) the Contractor ceases, in the opinion of the Province, to operate;
 - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfil its obligations under this Agreement;
 - (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
 - (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (g) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act (Canada)* is made by, the Contractor;
 - (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
 - (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have commenced to enforce payment thereof.

15.00 TERMINATION

- 15.01 Notwithstanding any other provision of this Agreement, upon the occurrence of any Event of Default and at any time thereafter, the Province may, at its discretion, immediately terminate this Agreement and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.

- 15.02 The Province may, at its sole discretion, terminate this Agreement on 30 days written notice and the payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.03 The Contractor may, with cause, terminate this Agreement on 90 days written notice to the Province and payment required under paragraph 10.01 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 15.04 Where this Agreement is terminated before full completion of the Services, the Province will pay to the Contractor that portion of the payment equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

16.00 DISPUTE RESOLUTION

- 16.01 If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process will be used:
- (a) A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - (b) If, within 14 days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties will submit the dispute to arbitration; and
 - (c) The remaining issues in dispute will be determined by arbitration under the Commercial Arbitration Act, R.S.B.C. 1996, and the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

17.00 NON-WAIVER

- 17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 17.02 The written waiver by the Province of any breach by the Contractor of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

18.00 SURVIVAL OF PROVISIONS

- 18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.
- 18.02 All representations, warranties, covenants and agreements made herein are material and will be deemed to have been relied upon by the Province and will continue in full force and effect during the Term and will survive any expiration or sooner termination of this Agreement.

19.00 MISCELLANEOUS

- 19.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 19.02 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 19.03 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 19.04 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

20.00 ENTIRE AGREEMENT

- 20.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.
- 20.02 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 20.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

The parties hereto have executed this Agreement as at the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

SHAWN BAYES
(Print Name of Contractor or
Authorized Representative)


(Signature)

MARCH 30/2009
(Date)

SIGNED AND DELIVERED on behalf of
the Province by an Authorized
Representative of the Province.

HOUELLA MATHIAS
(Print Name of Authorized
Representative)


(Signature)

MARCH 30, 2009
(Date)

Schedule "A" SERVICES

Target Population:

The Contractor will serve BCEA clients referred by Ministry offices located in Vancouver Coastal Region 2. Clients who:

- 1.0 because of their disruptive, hostile, threatening, or volatile behaviour, cannot be adequately served from their Ministry office; and/or
- 1.0 have significant difficulty in managing their own financial affairs without assistance; and/or
- 1.0 have court-ordered restrictions on their access to Ministry premises.

1.0 Services:

The Contractor will:

- 1.1. Maintain minimum of one adequately staffed (in the sole discretion of the Ministry) service delivery site located within Vancouver Coastal Region 2 to serve the Vancouver Downtown Eastside (DTES). Site is to be accessible to those in wheelchairs and to those using public/private transportation.
- 1.2. Accept the following client groups, including clients who have English as a second language, referred by the Ministry:
 - those who, because of disruptive, hostile, or threatening behaviour, or anger management issues, cannot be adequately assisted by the Ministry offices;
 - those who are experiencing difficulties managing either a part or all of their funds received through BCEA;
 - have court-ordered restrictions on their access to Ministry premises;
- 1.3. Assist clients who may have mental/physical health issues, substance abuse issues, and/or anger management and other behavioural issues to develop more appropriate behaviours. Provide clients with information on the availability of, and refer clients to, appropriate community resources;
- 1.4. Administer part or all of a client's monthly BCEA as required, in consultation with the Ministry. All eligibility decisions for BCEA are made by the Ministry;
- 1.5. Assist clients referred by the Ministry to develop better financial management skills;
- 1.6. Assist clients to establish a Direct Deposit bank account to receive funds through BCEA;
- 1.7. Assist clients in obtaining proper identification and other documents, when required by the Ministry;
- 1.8. Jointly review each client's progress with the appropriate Ministry Supervisor at least once every six months and more often if client circumstances warrant, with the goal being to return the client to the appropriate Ministry EAO to receive services;
- 1.9. Maintain records of all clients participating in the Program and provide a monthly report to the Ministry which will include names of clients served, the referring Ministry EAO, services provided to the clients with individual outcomes noted, and may include other information related to the Program as requested by the Ministry;
- 1.10. Where administration of services is discontinued by the proponent will maintain client records and will include reasons for discontinued service and the referring EAO will be notified;
- 1.11. Track all cheques received from the ministry and distribute to clients in a manner consistent with standard accounting principles;
- 1.12. Must have systematic financial controls in place to insure security and accountability of client funds;
- 1.13. Liaise with the Ministry as required to ensure administration of BCEA is done with consideration for the client's needs and is compliant with Ministry policies and procedures;
- 1.14. Maintain hours of operation on weekdays, excluding statutory holidays, between the hours of 8:30 AM and 4:30 PM or as arranged with the Ministry;
- 1.15. Service delivery site must be located in the primary community in which the service is to be provided (see office chart addresses for general location of identified community). Service may also be required in other areas, as determined by the Ministry;
- 1.16. Written Protocol and Communication procedures to be established between the Contractor and the Ministry to be reviewed annually and modified as needed;
- 1.17. Read: A Contractor's Guide to the Privacy Protection Schedule: Understanding Your Roles and Responsibilities and implement the policy for the protection of client information;

- 1.18. External Audit of procedures completed as requested and in collaboration with the Ministry;
- 1.19. Inform the Ministry when the Proponent becomes aware of changes in client circumstances that may affect their eligibility for BCEA.
- 1.20. Where the client is no longer in receipt of BCEA the Contractor will discontinue Program services;
- 1.21. Have a written Business Continuation Plan acceptable to the Ministry in place.
- 1.22. Ensure Criminal Record checks are performed regarding Contractor's employees working with Ministry clients referred to Contractor. The population referred to the Contractor by the Ministry are vulnerable adults. Accordingly, the Contractor agrees to apply the requirements of the *Criminal Records Review Act* for employees working with children to Contractor's employees working with clients referred by the Ministry. When applying the requirements in the *Criminal Records Review Act* per this provision, Contractor will obtain the Criminal Record review from the appropriate authority (typically the local police department) rather than the Registrar under the *Criminal Records Review Act*. Contractor further agrees to obligate its employees working with clients referred by the Ministry to abide by the requirements under the *Criminal Records Review Act* applicable to employees working with children.
- 1.23. Will hire and maintain an appropriate number of staff to administer approximately 600 Ministry clients monthly. Staff will be in compliance with the Criminal Review Act.
- 1.24. Will provide Third Party Administration services to clients referred by the Ministry of Housing and Social Development from the following Employment and Assistance Offices (EAO):

Office Code	Office Name	Current Address
240	Fairview	201-828 West 8 th Avenue, Vancouver
244	China Creek	201-475 East Broadway, Vancouver
247	Killarney	2280 Kingsway, Vancouver
251	Dockside	180 Main Street, Vancouver
253	Strathcona	687 Powell Street, Vancouver
254	Kiwassa	205 Powell Street, Vancouver
255	Sunrise	2484 Renfrew Street, Vancouver
256	Grandview	2350 Commercial Drive, Vancouver
262	West End	3 rd floor, 1725 Robson Street, Vancouver
265	Mountainview	300-5550 Fraser Street, Vancouver
270	North Shore	1050 Churchill Crescent, North Vancouver
280	Richmond	100-5760 Minoru Boulevard, Richmond

- 1.25. The Contractor will meet the following Performance Requirements and without limiting the generality of the Performance Requirements or the application of any other provision in this agreement, the contractor will meet the following Performance Standards:

Performance Requirements:	Performance Standards:
<ul style="list-style-type: none"> Provide for the transition of clients administered by the previous service provider 	<p>The contractor will:</p> <ul style="list-style-type: none"> Liaise with the previous service provider and the Ministry to provide transition and support to the clients administered under the Agreement; Provide copies of any planned notices and communications intended for the clients to the Ministry for final approval prior to distribution
<ul style="list-style-type: none"> Referrals are accepted within 24 hours. 	<ul style="list-style-type: none"> All referrals to the program will be accepted, barring referrals in excess of the contract monthly aggregate. Should a problem arise after service commences the contractor will manage the client through a process of behaviour modification and risk reduction before reaching the point of refusing service. Clients will be provided a face-to-face intake appointment within 24 hours of the referral to enable the client to be seen no later than the next business day.

	<ul style="list-style-type: none"> • In the event of a potential rare instance that a client is not accepted, the Ministry will be advised of the reason with 24 hours. • If administration of services is discontinued or denied the Ministry will be advised immediately inclusive of reasons. • A protocol document regarding communications and procedures will be developed and maintained between the Contractor and the Region's EAO's with the collaboration and final approval of the Ministry.
<ul style="list-style-type: none"> • Ministry is advised if a client is accepted or not; if not the reason why. 	<ul style="list-style-type: none"> • The contractor will respond within 24 hours to advise the referring EAO of the acceptance of a client referral. The method of communication will be outlined in the protocol document approved by the Ministry. • Once service is provided to a client, if there is a determination that the contractor is unable to manage the risk presented by a client (after a behaviour management plan and risk assessment has been completed) the Ministry will be notified and the reasons will be documented.
<ul style="list-style-type: none"> • Ensure the client completes the Request for Continued Assistance from (HSD0081) during cheque issue week 	<ul style="list-style-type: none"> • Clients attending the contractor's office will be encouraged to complete their HSD0081 prior to leaving • Where possible contact will be maintained with clients a minimum of bimonthly and during cheque issue week clients will be encouraged to complete and return their HSD0081.
<ul style="list-style-type: none"> • Cheques are picked up from each EAO prior to cheque issue day and funds are administered to clients on cheque issue day, as directed by the Ministry 	<ul style="list-style-type: none"> • A designated program staff person will pick up cheques from the Ministry office the day prior (varying times so as to reduce risk of victimization to our employee). • On cheque issue day, clients will report to the community office location to receive their cheque in person. Clients will be scheduled for service based upon a first come, first serve approach barring appointments made for clients of particular frail health. • Each client will have a file, all service provided to the client will be documented and recorded so as to provide the Ministry with opportunity for review or compliance verification.
<ul style="list-style-type: none"> • Ensure documents, including all HSD0081 forms, are sent to the Ministry and/or to the clients in a timely manner. 	<ul style="list-style-type: none"> • The contractor will use the Government In-house Mail System. • All documents sent to the Ministry will either use that mail system, or be delivered in person by the program staff. Mail using Canada Post is also sent through the government in-house mail system. • The Request for Continued Assistance - cheque stub - will be delivered to the Ministry office by the 5th day of each calendar month; • Ministry or client requests regarding documents will be carried out within 2 business days – letters mailed or faxes sent. • The contractor will conduct quarterly program audits to ensure service is provided within the legal, contractual and other standards set out for the program.
<ul style="list-style-type: none"> • Pick up additional cheques and/or other documents from the EAO for clients throughout the month, as required. 	<ul style="list-style-type: none"> • Pick up of cheques will occur by no later than the next business day after it is ready for pick up from the Ministry. As a point of practice, given the urgency that usually necessitates additional cheques being processed by the Ministry, cheques have been picked up the same business day. The program staff will try to pick up cheques the same day.

<p>Establish and maintain the following to a standard satisfactory to the Ministry:</p> <ul style="list-style-type: none"> • Systems and internal controls • Delegation of authorities and responsibilities • Segregation of duties • Documentation of receipts and disbursements • Approvals • Internal audit framework • Security • Adherence to Accounting Standards 	<p>The contractor will:</p> <ul style="list-style-type: none"> • Conduct systematic Quarterly File Audits of case management and financial administration portions of service including cheque administration and any minor administration of monies (emergency grants); • Maintain an efficient model of reporting to MHSD through monthly reports, organized by referring office and the assigned communities regarding clients, their duration of service, and type of check administration services; • Maintain clear policies and procedures inclusive of job descriptions, documentation, and segregation of duties; • Maintain clear lines of authority, cheques require 2 signatures, and a monthly cross balancing of all cheques/cash received versus administered; • Prepare Monthly Operating Statements reviewed by the Board of Directors inclusive of cheques written; • Insure employees and paid consultants of the Society do not have direct or indirect financial interest in the Society's assets, leases, business transactions, or professional services; • Maintain a Process and Procedure: <i>The elements required for internal financial control include:</i> <ul style="list-style-type: none"> • <i>competent, trustworthy personnel with clear lines of authority and responsibility;</i> • <i>adequate segregation of duties;</i> • <i>proper procedures and rules for authorization;</i> • <i>adequate documents and records;</i> • <i>physical control over assets and records;</i> • <i>prevention of error, mismanagement and fraud;</i> • <i>inclusive and descriptive chart of accounts;</i> • <i>prompt and accurate records of revenues and expenses; and</i> • <i>prompt payment of expenses.</i>
<ul style="list-style-type: none"> • Client needs are assessed and clients are connected with community resources, where appropriate 	<ul style="list-style-type: none"> • Upon entering the program, all clients are screened and provided a basic intake inclusive of auto-biographical information and key life events; population health factors; problems such as addiction, physical or psychological health issues; a basic risk assessment; a review of the client's social and community support network; and identification of referrals needed and a plan to access those service once referred. • Thereafter, clients receive case manage support and assistance to remain on track, access community supports, and change or amend the plan as necessary.
<ul style="list-style-type: none"> • Client progress is reviewed at least every six (6) months with a goal to return client to EAO, where appropriate 	<ul style="list-style-type: none"> • To ensure client and Ministry needs are identified and addressed the Society will meet in person with Ministry staff. The following three criteria will be considered, in addition to any others the Ministry might consider appropriate: <ul style="list-style-type: none"> ♦ increased financial management, as demonstrated by reduced frequency of cheque administration, reduced requests for crisis grants, or other indicators; ♦ increased stability or pro-social behaviour as demonstrated by housing, increased emotional regulation while in the contractor's office, decreased client needs, or other indicators; and ♦ return to the appropriate Ministry EAO to receive services as demonstrated through an increase in the two objectives above, or others as determined by the Ministry.

<ul style="list-style-type: none"> • Provide one to one budgeting, supports and counselling to assist the client in achieving increased self-reliance, accountability for their funds with a goal to returning them to the Ministry EAO. 	<p>Program staff will assist clients referred by the Ministry to develop better financial management skills through assisting/motivating clients to use strategies such as:</p> <ul style="list-style-type: none"> ♦ Prepare a budget for themselves. ♦ Separate monies into "piles" for identified expenses to facilitate payment; ♦ Shop in grocery stores rather than corner stores which are more expensive and often of less nutritional quality. ♦ Use community kitchens to achieve economies of scale in food preparation; ♦ Identify no cost or low cost resources available in the community; ♦ Use impulse control and self soothing strategies to manage unplanned "luxury" purchases <p>Further, the Society utilizes the following principles in order to assist clients to develop better financial management skills.</p> <ul style="list-style-type: none"> ♦ Forecast fixed and variable expenses ♦ Use "tools" (such as budgeting worksheet, allocating monies into envelopes) ♦ Review expenses for savings ♦ Look for economies of scale ♦ Use community resources (i.e. community kitchens, food, clothing, or furniture banks) ♦ Understand rights and entitlements (such a using the Society's 1-800 number rather than paying for phone booth calls) ♦ Identify contingencies ♦ Look for additional benefits
<ul style="list-style-type: none"> • Minimum 5% of clients per year will establish Direct Deposit accounts 	<ul style="list-style-type: none"> • The contractor will provide a program structured to identify and address why clients are reluctant to get bank accounts. • The contractor will encourage clients to open accounts, assist them through the protocol negotiations to address concerns for ID, and the provision of the discussed information to make informed choices and reduce their concerns and resistance.
<ul style="list-style-type: none"> • Provide assistance, submit documentation, and relay information in a timely manner upon request from client or worker 	<ul style="list-style-type: none"> • Upon request of assistance from a worker to arrange submission of a document the Society will contact the client through either phone or mail as appropriate. For those clients that are homeless we will encourage them to maintain contact with the program via the 1-800 number. The 1-800 number and the single phone number we use for all clients provides a single gateway entry for ease. The manner that telephone calls from clients who call in is recorded concurrently with the call, and the format in which it is done enables the Society to have a flag system to note information to be relayed to a client. In this way we are able to act as a conduit to the client regarding information required by a worker. • If there is an impediment to bringing documents to our office, the Society will assist clients to identify community resources and arrange access so that they can fax information to our offices without having to travel if that is an impediment (i.e. Community CAP programs; social service agencies, libraries, etc). • Information received from clients will be faxed to the EAO Worker within the same day. A confirmation of fax received form is printed for each document faxed which shows a portion of the document faxed for reliable confirmation. The document and confirmation will be filed in the clients file.

<ul style="list-style-type: none"> • Service delivery site is located in the primary community in which the service is to be provided. • Site is easily accessible by those using public and private transportation. • Site is located within walking distance of public transportation. • Site is accessible to persons with physical disabilities. 	<ul style="list-style-type: none"> • Services will be provided at the following location: <ul style="list-style-type: none"> ♦ 228 – 475 Main Street, Vancouver • If program staff may determine a client is better served by transferring to a location other than the one first assigned within the Vancouver Coastal Region 2 boundary, the Contractor may transfer the client with approval from the Ministry. • A "Checklist for Planning and Assessing Barrier Free Accessibility for Elizabeth Fry Society Facilities and Programs" is completed for each program location/possible location to enable sites to meet the standards required. A completed checklist for each site will be provided to the Ministry to demonstrate compliance with the standard. • The checklist includes considerations of public transit routes and their frequency, walking distances from bus stops or Skytrain or SeaBus Terminals; and private transportation through location on well travelled public thorough fares with adequate public parking. • All sites are accessible to people with physical disabilities.
<ul style="list-style-type: none"> • Hours of service are weekdays, excluding statutory holidays, between the hours of 8:30 AM and 4:30 PM or as approved by the Ministry 	<ul style="list-style-type: none"> • The main switch board will be available 8:30 AM to 5:00 PM weekdays excluding statutory holidays, Boxing Day and Easter Monday. • Program staff will be scheduled to work commencing at 8:30 AM with scheduling varied to enable completion of the work day as late as 6:00 PM on particularly demanding days such as cheque pick up day.
<ul style="list-style-type: none"> • Site provides for client and staff safety and security. • Security in place at site for protection of property and client information and funds. 	<ul style="list-style-type: none"> • The contractor will use crisis intervention strategies to de-escalate and manage challenging client behaviours. • The contractor will staff enough people on hand so as to provide prompt service to avoid long waiting periods due to volume. • Facilities will have higher than average counter-tops and limited entry to workers' spaces to dissuade unauthorized entry. • The contractor will limit the ability of worker's to distribute cash or create cheques so as to avoid the perception that insistence or intimidation would be successful in receiving funds. • A minimally cluttered lobby with comfortable seating, and beverages and snacks will be available so as to promote a safe and hospitable environment. • Staff will prepare clients in advance if at all possible of any discrepancies, hold backs or refusals prior to check issue. • No single staff coverage will be provided to clients at any site, at any time. • The contractor will maintain policies and procedures that protect client records from inadvertent destruction or unauthorized access that include: <ul style="list-style-type: none"> ♦ <i>Storage of records in a secure location, locked in fireproof/fire resistant cabinets;</i> ♦ <i>Accessibility only by authorized personnel;</i> ♦ <i>Computer and electronic systems, access protection, password protection;</i> ♦ <i>Scheduled backup of all electronic records, electronic backup will be maintained off-premises;</i> ♦ <i>Up-to-date virus protection of all electronic records; and</i> ♦ <i>Staff observation of confidentiality guidelines.</i>
<ul style="list-style-type: none"> • Criminal record reviews as required by 	<p>The Society's hiring policy requires the provision of at least one Criminal</p>

<p>the Criminal Records Review Act will be obtained for staff delivering the Program, These reviews will meet the standards under the Criminal Record Review Act.</p>	<p>Record Check to be completed by each potential candidate.</p> <ul style="list-style-type: none"> • All employees are required to undergo a Criminal Record Search at their local police station and the form is then sent by the police to the Executive Director. Upon the advisement of clearance of the review a candidate is offered a position in the organization. • As required under the Criminal Records Review Act all employers must ensure that any individual hired for employment involving work with children must undergo an additional criminal record check. Because children, as dependants may be a part of the program the Society will require all employees to submit to a Provincial review and leave the determination of applicability to the Province based upon that screening. • In the event of a criminal conviction that the local Criminal Record Check reveals, the record is reviewed by the Society's Human Resources Committee for the determination of an offer of employment. • In addition to the 62 offences that the Provincial Criminal Record Review screens for, the Committee also considers, among other things, theft or fraud offences to be relevant for personnel screening purposes. • Records of the Criminal Record Checks, including the Society's Human Resources Committee rationale if needed for an offer of employment, will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Written Business Continuation Plan in place 	<ul style="list-style-type: none"> • The Contractor will have a detailed Business Continuation Plan approved by the Society Board of Directors to enable a comprehensive response in the event of a disruption to service due to a natural disaster. • In addition to the Business Continuation Plan, there will be a plan in place for key employees such as the Executive Director, and an identified designate which is annually identified, lines of communication and authority will be annually reviewed by the Board, codified in policy, and; a copy of the comprehensive plan inclusive of work disruption, natural disasters, strikes, and other eventualities maintained by the Director of Finance, Executive Director and President of the Board with a final copy retained electronically by the Manager of Human Resources. • A current written Business Continuation Plan will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Written Risk Management Plan in place to ensure the security and safety of clients, personnel and property. 	<ul style="list-style-type: none"> • The Contractor will have policies and procedures in place for risk management including the review of key liability exposures such as Facility Management; Special Events; Transport of Clients; Program Operations; Directors and Officers Liability; Child and Youth Programs. • A current written Risk Management Plan will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Have a Code for Conflict of Interest in place. • Have a Code of Ethics in place and acknowledged by all staff. 	<p>The Contractor will have a Conflict of Interest Policy and Procedure in place and a Code of Ethics in place both of which are acknowledged by their staff through:</p> <ol style="list-style-type: none"> a) signing that they have read and understand the Policy and Procedure of the Society; and b) signing that they have read and understood the Conflict of Interest Policy, the Code of Ethics plus a Confidentiality Covenant, and Harassment Policy which will be placed in their Personnel Files as signed documents.

	<ul style="list-style-type: none"> • The Contractor will review and cover these policies and procedures in the agency wide New Employee Orientation • Proof of acknowledgment of these policies by staff will be made available to the Ministry on request.
<ul style="list-style-type: none"> • Required reports submitted to the Ministry on time. 	<ul style="list-style-type: none"> • The Contractor will utilize clear expectations and performance management to ensure that contractual requirements are met, inclusive of reports submitted on time. • To enable effective monitoring and management of timeliness items will be date stamped when received. Faxes will be used for submission of documents immediately. Email will be used as appropriate, for basic information that does not breach confidentiality concerns for unsecured information. Originals will then be mailed, or dropped off by program staff as appropriate. • The EAO will be informed of any changes in the client information, including contact information.
<ul style="list-style-type: none"> • Appropriate records maintained for all referred clients in accordance with "Records Management Guidelines for Contractors". 	<ul style="list-style-type: none"> • Documents for each client will be maintained in letter size folders, affixed by a two-prong backer, and be maintained in chronological order with most recent on the top. • Closed client files will be filed and prepared in accordance with the Ministry "Records Management Guidelines for Contractors"
<ul style="list-style-type: none"> • Appropriate financial tracking documentation maintained, in accordance with standard accounting practices. 	<ul style="list-style-type: none"> • The Contractor will be audited on an annual basis and the Society's Audited Financial Statement submitted to the Ministry. • The Contractor will maintain a Financial Policies and Procedures document and will be available to the Ministry on request.

2.0 Term and extensions:

2.1 Start date of the Agreement: **April 1, 2009** End Date: **March 31, 2010**

2.2 The Parties may agree to extend the Term by a maximum of two (2) extensions, each of one (1) year in length; the first expiring on March 31, 2011 (the "First Extension") and the second expiring on March 31, 2012 (the "Second Extension").

Schedule "B"
FEES AND EXPENSES

1.0 PAYMENTS

- 1.01 **For the period April 1, 2009 to April 30, a payment of \$27,661.00 will be initiated upon receipt of an invoice for the transition of service delivery in the month proceeding in which the invoice is submitted.**
- 1.02 **For the period May 1, 2009 to March 31, 2010, a fixed monthly payment of \$ 42,661.00 will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.**
- 1.03 Notwithstanding paragraph 1.01 of this Schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.01 of this Schedule exceed, in the aggregate, **\$ 496,932.00.**
- 1.04 Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to the Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purposes for the fiscal year in which such funds are required.

2.0 WITHHOLDING OF PAYMENTS

- 2.01 Without limiting any other remedy or action available to the Province, the Province may withhold a payment if the Contractor fails to provide the reports identified in Schedule A, or any other reports required under this Agreement.

3.0 UNEARNED REVENUE

- 3.01 If the Contractor receives funds from the Province under this Agreement for the provision of the Services specified in Schedule "A" or to the performance of any other obligation of the Contractor under this Agreement, and the Contractor has not performed or does not perform those services within the time or in the manner required under this Agreement, without limiting any other available remedy, the Province may, at its option, do either or both of the following:
- a) recover such funds as a debt due to the Province in accordance with the Financial Administration Act; or
 - b) reduce future payments payable by the Province to the Contractor under this Schedule by the amount of such funds.

Schedule "C"
APPROVED SUBCONTRACTORS

[include as appropriate]

N/A

SCHEDULE D - INSURANCE

GOVERNMENT MASTER INSURANCE PROGRAM

1. The Province will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
2. The Contractor shall be responsible for and pay any deductible under the policy.
3. The Contractor will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
6. The Contractor shall provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in section 1.

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Housing and Social Development (the Province) and The Elizabeth Fry Society of Greater Vancouver (the Contractor) respecting ceap46203101132 (the agreement).

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province 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

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F
ADDITIONAL TERMS
[N/A]

SCHEDULE G SECURITY

Definitions

1. In this Schedule,
 - (a) "Act" has the meaning given to it in Schedule E attached to this Agreement;
 - (b) "Authenticated" means having verified an individual's identity using appropriate security measures, including user identification number and password;
 - (c) "Authorized" means having the permission of the Contractor or the Province to provide and deliver the Services on a need to know or need to access basis;
 - (d) "Personal Information" has the meaning given to it in Schedule E attached to this Agreement;
 - (e) "Security Clearance Check" means a criminal record check conducted as described in Article 21 of this Agreement; and
 - (f) "Site" means a location where Confidential Information resides or is stored.

Privacy Protection

2. The Contractor agrees to maintain security standards with respect to Confidential Information that are consistent with the Province's privacy policies and the Act, including strict control of access to and confidentiality of Confidential Information.

Security of Information

3. The Contractor acknowledges that providing and delivering the Services involves the collection, use, storage and transmission of Confidential Information, and that the security, availability, integrity and confidentiality of the Confidential Information are paramount to the Province.
4. The Contractor agrees to meet or exceed the Province's security requirements as set out in this Agreement and, as may be amended from time to time.

Adherence to Provincial Security Standards

5. The Contractor agrees to maintain security standards consistent with security policies, standards, guidelines and practices of the Province, including those outlined in the Province's:
 - (a) Core Policy and Procedures Manual, (<http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm>), as may be amended from time to time, particularly sections 12 and 15; and
 - (b) Information Technology Security Policy (ITSP), (<http://www.cio.gov.bc.ca/prgs/ITSP.pdf>) as may be amended from time to time.

Security Communication and Compliance Monitoring

6. The Contractor will familiarize itself with, and communicate to and monitor for compliance by all Employees providing and delivering Services, all of the security requirements issued by the Province as detailed in this Schedule, Schedule E to this Agreement and Article 9 of this Agreement.

Security Clearances

7. The Province may require the Contractor to ensure that any Employee with access to Information Systems undergo a Security Clearance Check.
8. The Contractor will have procedures in place during the Term to issue access to Information Systems and Confidential Information, to properly Authorized Employees and promptly revoke such access in the event of a security concern or if an Employee ceases to provide Services.

System Access

9. The Contractor will:
 - (a) limit access to any systems or facilities used to provide and deliver the Services to Authorized Employees only; and
 - (b) partition any processing platforms or telecommunications facilities that are used to provide Services and are shared with any other customer or client of the Contractor, or any subcontractor of the Contractor, in such a

way to allow only Authorized Employees to access Confidential Information and Services configurations.

Data Access

10. The Contractor will have procedures in place to ensure that access to Confidential Information transiting data networks of the Contractor or any Subcontractor or resident on hardware systems owned or maintained by the Contractor or any Subcontractor is limited to Authenticated and Authorized Employees.
11. The Contractor will have procedures in place to insure that Confidential Information is not addressable from networks owned or operated by the Contractor or any Subcontractor or downstream network connections from those networks except by Authenticated and Authorized Employees.
12. All Confidential Information will be removed from Contractor and Subcontractor systems and facilities upon the expiry or sooner termination of the Agreement unless there is a written agreement made between the Contractor and the Province to maintain the Confidential Information, which will include a timeframe for its removal.

Physical Access

13. The Contractor will ensure that equipment and telecommunications facilities used to provide the Services are secured by an electronic card access system, combination lock, lock and key, or equivalents.
14. The Contractor will maintain logs of all accesses to any Site, and have a procedure in place by which access audit reports are made readily available to the Province.

Security of Data Transit and Storage

15. The Contractor will ensure that any Confidential Information that transits or is stored on the Province's equipment or systems or equipment such as servers or systems not owned by the Province will be secure at all times and encrypted using industry standards of encryption when transported on an unsecured network.
16. The Contractor will ensure that Passwords are encrypted at all times.

Monitoring of Data and Telephone Calls

17. The Contractor will:
 - (a) use its best efforts to ensure the security of all data and telephone calls related to the Services;
 - (b) restrict data and telephone call monitoring to Authorized Employees who have passed a Security Clearance and who are performing network maintenance activities only;
 - (c) ensure that any information obtained by monitoring is not stored at, used by or disclosed to third parties; and
 - (d) have policies in place that prohibit Employees from using or disclosing any sensitive information obtained by monitoring.

Security Records and Reporting

18. The Contractor agrees that:
 - (a) the Province will be given immediate notification of any actual or suspected security breaches or violations;
 - (b) the Province will have complete and open access to security records for a period of 7 years to enable investigations of security incidents; and
 - (c) security records are subject to privacy regulations and will not be disclosed to or accessed by anyone who is not Authorized.

Network Acceptable Use

19. The Contractor will not route traffic not associated with the Services on the Province's networks or use unauthorized attachments of cables, modems, wireless or other communication equipment on any portion of the Province's networks.
20. The Contractor will have policies and procedures in place that prohibit any Employee from unauthorized use of the Province's networks as described in paragraph 19 above.

Fraud and Inappropriate Use

21. The Contractor will support the Province's investigation of suspicious events relating to access to, or collection, use, disclosure or disposal of Confidential Information.

**SCHEDULE H
CONFIDENTIALITY AGREEMENT/ UNDERTAKING OF CONFIDENTIALITY**

(the "Contractor") executed a services agreement dated _____ (the "Agreement") with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Housing and Social Development (the "Province") to provide services to the Ministry of Housing and Social Development. As a result of the Agreement, the Contractor, or the Contractor's employees or subcontractors, may produce or receive from the Province or another person, accounting records, findings, software, data, code, designs, plans, specifications, drawings, working papers, reports, documents and other material (the "Material").

I, _____ [print name], am an employee / a subcontractor of the Contractor / of _____, a subcontractor of the Contractor [strike out words not applicable]. For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I undertake and agree as follows.

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material and other information that comes to my knowledge, or is supplied to or obtained by me as a result of the Agreement (collectively, the "Confidential Information"), except:
 - (a) insofar as the Confidential Information to be used, published, or disclosed is general public knowledge or was in my possession prior to the date of the Agreement;
 - (b) insofar as the Confidential Information to be used, published or disclosed is provided by a third party who waives any requirement that it be held confidential; and
 - (c) as such use, publication or disclosure is required by law.
2. I agree that the Contractor or the Province, on written notice to me, may end my access to the Confidential Information if I do not adhere to the provisions contained in this Undertaking of Confidentiality.
3. On the end of my access to the Confidential Information, or on written request and direction by the Contractor or the Province, I agree to return to the Contractor or the Province, as applicable, within a reasonable time, all Confidential Information in my possession.

Executed at _____, BC, this _____ day of _____, 20____.

SIGNED AND DELIVERED BY _____
_____ in the presence of: _____

[Witness signature]

[Witness name]

)
)
)
)
)
)
)

[Employee signature]

[Employee name]



MODIFICATION AGREEMENT

Contract # **ceap46203101133**
Modification # **1**

This AGREEMENT dated for reference the 1st day of April, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province," "we," "us," or "our," as applicable)

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement, Contract No. **ceap46203101133** dated **April 7, 2009** (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Paragraph 1.02 of Schedule B of the Agreement is deleted and the following substituted:
 - 1.02 For the period **April 1, 2009** to **March 31, 2011**, a fixed monthly payment of **\$7,723.00** will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.

- (2) Paragraph 1.03 of Schedule B of the Agreement is deleted and the following substituted:
1.03 Notwithstanding paragraph 1.02 of this schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.02 of this Schedule exceed, in the aggregate, **\$180,352.00** (\$87,676 + \$92,676).
- (3) The Term of the Agreement is modified to end on **March 31, 2011**.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 on behalf of the Province by its duly authorized representative:

Signature



Print Name

NISHA ALDEAN

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

SHAWN BAYES



MODIFICATION AGREEMENT

Contract # **ceap46203101132**
Modification # **1**

This AGREEMENT dated for reference the 1st day of April, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province," "we," "us," or "our," as applicable)

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement, Contract No. **ceap46203101132** dated **March 30, 2009** (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Paragraph 1.02 of Schedule B of the Agreement is deleted and the following substituted:
 - 1.02 For the period **April 1, 2009 to March 31, 2011**, a fixed monthly payment of **\$42,661.00** will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.

- (2) Paragraph 1.03 of Schedule B of the Agreement is deleted and the following substituted:

1.03 Notwithstanding paragraph 1.02 of this schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.02 of this Schedule exceed, in the aggregate, **\$1,008,864.00** (\$496,932 + \$511,932).

- (3) The Term of the Agreement is modified to end on **March 31, 2011**.

- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 on behalf of the Province by its duly authorized representative:

Signature



Print Name

NISHA ALDEAN

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

SHAWN BAYES

MODIFICATION AGREEMENT
Contract # ceap46302093159
Modification # 5

This AGREEMENT dated for reference the 20th day of December, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Social Development
(The "Province," "we," "us," or "our," as applicable)

AND: The Elizabeth Fry Society of Greater Vancouver
Suite 103 - 237 E. Columbia Street,
New Westminster, British Columbia V3L 3X1
(The "Contractor," "you," or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement, Contract No. ceap46302093159 dated the 1st day of January, 2009, (and subsequently modified on December 21, 2009, March 5, 2010, and August 27, 2010) (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) 1.01 of Schedule B is deleted and the following substituted:
Subject to the satisfactory performance of the Contractor in providing the Services and the Submission of the Reports specified in Schedule "A", the Province will provide funding to the Contractor to a maximum of **\$1,025,375.00** under this Agreement.
- (2) 1.04 of schedule B is deleted and the following substituted:
Payments will comprise of a monthly sum of **\$36,050.00** for the months in which the Services are being provided from **January 1st, 2011 to December 31st, 2011.**
- (3) 2.12 of Schedule "A" of the Agreement is deleted and the following substituted:
Implement and maintain a written Risk Management Plan to ensure the security and safety of clients, personnel and property. The Contractor will provide a copy of the plan to the Ministry no later than **January 31, 2011.**


- (4) 2.13 of Schedule "A" of the Agreement is deleted and the following substituted:
The Contractor will provide a copy of the Business Continuation Plan to the Ministry no later than **January 31, 2011**.

- (5) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29 day of DECEMBER 2010 on behalf of the Province by its duly authorized representative:

Signature

Print Name


JUDY BROWN

SIGNED AND DELIVERED on the ____ day of _____, 20 ____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name


SHAWN BAYES



MODIFICATION AGREEMENT

Contract # ceap46203101131
Modification # 1

This AGREEMENT dated for reference the 1st day of April, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Housing and Social Development
(the "Province," "we," "us," or "our," as applicable)

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement, Contract No. **ceap46203101131** dated **March 30, 2009** (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Paragraph 1.01 of Schedule B of the Agreement is deleted and the following substituted:
 - 1.01 For the period **April 1, 2009 to March 31, 2011**, a fixed monthly payment of **\$4,588.00** will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.

- (2) Paragraph 1.02 of Schedule B of the Agreement is deleted and the following substituted:
1.02 Notwithstanding paragraph 1.01 of this schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.01 of this Schedule exceed, in the aggregate, **\$110,112.00** (\$55,056 + \$55,056).
- (3) The Term of the Agreement is modified to end on **March 31, 2011**.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 on behalf of the Province by its duly authorized representative:

Signature



Print Name

NISHA ARDEAN

SIGNED AND DELIVERED on the 30 day of MARCH, 20 10 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

SHAWN BAYES.



MODIFICATION AGREEMENT

Contract # **ceap46203101131**
Modification # **2**

This AGREEMENT dated for reference the 1st day of April, 2011.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Social Development
(the "Province," "we," "us," or "our," as applicable)

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement, Contract No. **ceap46203101131** dated **March 30, 2009** (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Paragraph 1.01 of Schedule B of the Agreement is deleted and the following substituted:
 - 1.01 For the period **April 1, 2009 to March 31, 2012**, a fixed monthly payment of **\$4,588.00** will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.

- (2) Paragraph 1.02 of Schedule B of the Agreement is deleted and the following substituted:
1.02 Notwithstanding paragraph 1.01 of this schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.01 of this Schedule exceed, in the aggregate, **\$165,168.00** (\$55,056 + \$55,056 + \$55,056).
- (3) The Term of the Agreement is modified to end on **March 31, 2012**.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20 day of April, 20 11 on behalf of the Province by its duly authorized representative:

Signature

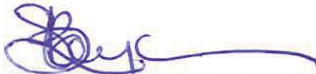


Print Name

NISHA ALDEAN

SIGNED AND DELIVERED on the 18th day of April, 20 11 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

SHAWN BATES



MODIFICATION AGREEMENT

Contract # **ceap46203101133**
Modification # **2**

This AGREEMENT dated for reference the 1st day of April, 2011.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Social Development
(the "Province," "we," "us," or "our," as applicable)

AND:

The Elizabeth Fry Society of Greater Vancouver
103 – 237 East Columbia Street
New Westminster, British Columbia V3L 3W4
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement, Contract No. **ceap46203101133** dated **April 7, 2009** (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Paragraph 1.02 of Schedule B of the Agreement is deleted and the following substituted:
 - 1.02 For the period **April 1, 2009 to March 31, 2012**, a fixed monthly payment of **\$7,723.00** will be initiated upon receipt of an invoice for services delivered in the month proceeding the month in which the invoice is submitted.

- (2) Paragraph 1.03 of Schedule B of the Agreement is deleted and the following substituted:
1.03 Notwithstanding paragraph 1.02 of this schedule, in no event will the fees payable to the Contractor in accordance with paragraph 1.02 of this Schedule exceed, in the aggregate, **\$273,028.00** (\$87,676 + \$92,676 + \$92,676).
- (3) The Term of the Agreement is modified to end on **March 31, 2012**.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20 day of APRIL, 20 11 on behalf of the Province by its duly authorized representative:

Signature



Print Name

NISHA ALDEAN

SIGNED AND DELIVERED on the 18th day of April, 20 11 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

SHAWN BYLES