



CLIENT SERVICES AGREEMENT
(Fixed Term)

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Western Human Resource Corp.

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement; including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;
- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as

that protocol may be changed by the Province from time to time in accordance with section 13.02;

- (f) **"Contractor's Documents"** means
 - (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;
- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;

- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule, whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.
- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.
- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.
- 7.07 The Contractor will ensure that all recorded personal information about an identifiable individual it collects, or otherwise receives, or has under its control, pursuant to the Agreement is stored and accessible, both electronically and physically, only in Canada.
- 7.08 The Contractor will ensure the recorded personal information it collects or otherwise receives about an identifiable individual, pursuant to the Agreement, is disclosed only in Canada and only in accordance with the Agreement, the *Freedom of Information and Protection of Privacy Act*, the *Child, Family and Community Service Act*, the *Community Living Act*, or other applicable legislation, as the case may be.
- 7.09 The Contractor will, forthwith, report to the Province any known or suspected demand for the disclosure of recorded personal information, about an identifiable individual, made by a foreign court, an agency of a foreign state, or other foreign authority, including an order made under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (*USA Patriot Act*).
- 7.10 If a report is made pursuant to section 7.09 above, the Contractor will provide the Province with information about the nature of the foreign demand, who made the demand, when it was made and what information was sought.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
 - (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that

the property provided is to be owned by the Contractor or Subcontractor, as applicable; and

- (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
 - (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.

- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.
- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.
- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

- 12.01 This Agreement will end upon any of the following events:
- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
 - (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.
- 12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.
- 12.03 A Component Schedule will end upon any of the following events:
- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;

- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed, or
 - (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise

agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified

in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Manager, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.
- 16.03 In this Agreement, unless the context otherwise requires:
- (a) references to sections by number are to sections of this Agreement;
 - (b) where a period "starts" or "ends" on a date, the period includes that date;
 - (c) references to days are to calendar days; and
 - (d) references to this Agreement include all Component Schedules attached to this Agreement.
- 16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.
- 16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

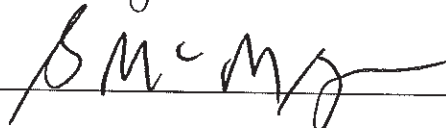
SIGNED on behalf of the
Province by an authorized representative
of the Ministry of Children and Family
Development on the 27 day of May
, 2011



Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of 25 May, 2011.



Print Name: Graham McMynn
Print Title: Senior Administrator, Western
Human Resources Corp.



BRITISH
COLUMBIA

Ministry of Children
and Family Development

Authorization to Pay Contracts

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk 250 356-8139, PO Box 9769 Stn Prov Govt, Victoria BC, V8W 9S5.

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

CONTROL NUMBER

C SD1842839

CONTRACT NUMBER

XCLQ002X01

OCG SUPPLIER NUMBER

752980-003

Form completed by:

FIRST NAME

DIANNE

LAST NAME

STEELE

A ☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☐ RENEWAL ☒ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT
PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (if Society, use Registered Name)

WESTERN HUMAN RESOURCE

ADDRESS OF PAYEE (Street Address)

200 - 260 HARVEY AVENUE

CITY/TOWN

KELOWNA

POSTAL CODE

V1Y 7S5

TOTAL AMOUNT
APPROVED

\$2,560,000.00

PERIOD FROM
(YYYY/MM/DD)

2011/04/01

TO
(YYYY/MM/DD)

2012/03/31

PAY

INVOICE

MONTHLY

AND/OR

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE	ACCOUNT USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING SUPPORT			18XAG	15058	8007	1800000	\$2,494,000.00
TRAVEL			18XAG	15058	8054	1800000	66,000.00
REMIT MESSAGE (MAX 30 CHARACTERS)							

EXPENSE AUTHORITY

Certified correct pursuant to sections 32 to 33.2 of the *Financial Administration Act* and related policies.

PRINT NAME

GAIL NORTH

SIGNATURE

Gail North

DATE (YYYY/MM/DD)

MAR 22 2012

ALL PARTICULARS
CODING, EXTENSIONS &
TOTALS HAVE BEEN
CHECKED

ACCOUNTS
USE ONLY

COMMENTS

Increase to aggregate of \$62,000



The personal information collected on this form is collected under the authority of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Financial Administration Act*. The *Freedom of Information and Protection of Privacy Act* protects the personal information collected from unauthorized use and disclosure. If you have any questions about the collection, use or disclosure of this information, please call the Helpdesk at 250 356-8139, PO Box 9769 Stn Prov Govt, Victoria BC, V8W 9S5.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

represented by Minister of Children and Family Development

the "Province"

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

Western Human Resources Corp

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number XCLQ002X01 and dated May 27, 2011, (the "Agreement").

B. The parties have agreed to modify the Agreement effective March 6, 2012

AGREEMENT


The parties agree as follows:

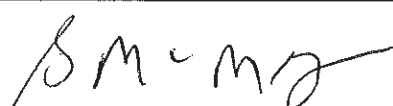
1. To increase the contract by \$60,000.00 to an amount not exceeding, in the aggregate, \$2,560,000.00 for Term.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 22 day of March 2012

SIGNED AND DELIVERED by or on behalf of the Province by its authorized representative:

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation):

 Gail North



Name
Arif Lalahni

Name
Graham McMynn

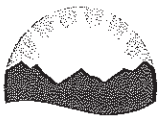
Title
Senior Director, CYSN

Title
Senior Administrator

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

307814

CONTRACT NUMBER

XCLQ002X01

OCG SUPPLIER NUMBER

752980-003.

☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

WESTERN HUMAN RESOURCES CORP.

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

200-260 HARVEY AVENUE

KELOWNA

V1Y7S5

TOTAL AMOUNT

APPROVED

\$ 2,500,000.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY ☒ \$ / INVOICE

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING Support		18XAG	15058	8007	1800000	2,460,000.00
TRAVEL		18XAG	15058	8054	1800000	40,000.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

Gail North

DATE

MAY 27 2011

ACCOUNTS
USE ONLY

COMMENTS

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01–2012/03/31 2012-03-31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 1, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS*Desired Outcomes*

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - a) Services for children and youth with complex health care needs will be coordinated and comprehensive;
 - b) Children and youth with complex health care needs will be safe and actively participate in their homes, schools and communities;
 - c) Children and youth with complex health care needs will maintain maximum well being and grow and develop to their full potential;
 - d) Health care needs of children and youth with complex health care needs will be safely met in a variety of community settings;
 - e) Children and youth with complex health care needs will safely receive individualized care, support and supervision in a variety of home and community settings;
 - f) Children and youth with complex health care needs, and their parents/caregivers will be involved in determining their care ;
 - g) Family members of children and youth with complex health care needs will be supported;

- h) Agency health care providers will work in partnership with children and youth with complex health care needs and their parents/caregivers to ensure safe and appropriate care;
- i) Professional recommendations regarding the care of children and youth with complex health care needs will be implemented;
- j) Collaborative partnerships between agency health care providers, Nursing Support Services, families, MCFD, schools, community agencies and other health professionals will be maximized to facilitate the safe care for children and youth with complex health care needs;
- k) Children and youth with complex health care needs will receive safe care, by appropriately designated caregivers, in accordance with MCFD Nursing Support Services Guidelines; and
- l) Care of children and youth with complex health care needs will be delivered in collaboration with Nursing Support Services Coordinators.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- a) Direct Nursing Services that could occur at any time within a 24-hr period, 7 days per week, to children living in BC's Interior and Northern Health Authorities. Children and youth with complex health care needs will be referred by the Ministry of Children and Family Development (MCFD) through its Nursing Support Services (NSS) Coordinators, for the purpose of support and respite to a child or youth's primary caregiver in his or her home and/or support to the child and youth while in child care, preschool or school settings;
 - b) Direct Nursing Services will be high quality nursing services provided with a family-centred care philosophy, Child specific delivery and a healthy nurse-parent/child relationship that is based on collaboration and respect;
 - c) Direct Nursing Services will be delivered in accordance with the College of Registered Nurses of BC (CRNBC) "Standards for Practice". In particular, delegation of tasks to Non-Nurse Care Providers will be in accordance with CRNBC's Delegating tasks to Unregulated Care Providers Practice Standard, and the document, "Assigning and Delegating Care to Unregulated Care Providers";
 - d) Staffing levels will be adequate to provide consistent safe coverage for each child or youth. The Contractor will be responsible for the recruitment and hiring of all Agency Nursing Supervisors, Agency Health Care Providers and administrative staff. The Contractor will do its utmost to ensure, during times of staff turnover and changes in service population, that no Child will go without adequate service;

- e) Skills of the Agency Health Care Providers will be monitored at least annually to identify training requirements. The Contractor will ensure that all Agency health Care Providers receive adequate orientation and training, in accordance with Professional Standards of Practice NSS Guidelines.
- f) All advertising, recruitment, hiring, monitoring, evaluation and termination of all employees will be the responsibility of the Contractor;
- g) Space and/or telecommunications resources will be provided for the day to day operational needs of Agency Supervisors, Agency Health Care Providers and clerical staff;
- h) Direct Nursing Services will be provided, including but not limited to the following:
 - i) ongoing assessment of the child's and youth's condition;
 - ii) collaboration with the child/youth, family/legal guardian, NSS Coordinator, Agency Nursing Supervisor, Agency Caregivers and other involved professionals in the ongoing development, implementation, and evaluation of the child's/youth's care plan and the appropriate modification of the child's/youth's care plan as required;
 - iii) participation in meetings pertaining to the child's/youth's care, and liaison with the NSS Coordinator assigned to the child/youth;
 - iv) participation in orientation/training activities for agency caregivers as organized by the Agency Nursing Supervisor in collaboration and consultation with the parent;
 - v) maintenance of required documentation and reports according to professional and program standards;
 - vi) where applicable, assistance with child/youth specific activities of daily living, depending upon the child's/youth's education or developmental needs (e.g. help with school work or other education related tasks as specified in the child's/youth's individual school care plan, playing with the child/youth, structuring activities to support optimal physical and emotional development etc);
 - vii) travelling with the child/youth as required. (Note: this means accompanying the child/youth in a vehicle only, the Agency Health Care Provider will not drive the vehicle).
- i) Services will be provided by a variety of health care providers depending on the needs of the Child and in consultation with the NSS Coordinator and the family/legal guardian. Each Child will have a designated care team. Each Child's care team will have at least one Registered Nurse or Registered Psychiatric Nurse who is responsible for overseeing care of the Child. However, the make-up of the remainder of the care team depends upon the individual child's/youth's needs and may include:

- i) Registered Nurses (RNs) or Registered Psychiatric Nurses (RPNs) who are licensed to practice nursing in the Province of British Columbia under the College of Registered Nurses of BC (CRNBC) or College of Registered Psychiatric Nurses of British Columbia (CPNBC), hold a valid and current Cardiopulmonary Resuscitation Certificate, have current criminal record check clearance, have demonstrated ability to perform a wide range of complex nursing skills, procedures and treatments, having nursing experience with families and children, preferably with chronic and/or technologically dependent conditions; or
- ii) Licensed Practical Nurses (LPNs) who are who are licensed to practice nursing in the Province of British Columbia under the College of Licensed Practical Nurses of BC (CLPNABC), hold a valid and current Cardiopulmonary Resuscitation Certificate, have current criminal record check clearance, and have nursing work experience with families and children, preferably with a chronic and/or technologically dependent condition; or
- iii) Non-Nurse Caregivers (NNCs) such as 3rd or 4th year Student Nurses and Home Support Workers II, who hold a valid and current Cardiopulmonary Resuscitation Certificate, have current criminal record check clearance, and have health care work experience with families and children, preferably with a chronic and/or technologically dependent condition. The implementation of Non-Nurse Caregivers will meet the standards and guidelines for implementing Non-Nurse Caregivers into Nursing Support Services. A parent or registered nurse must be available on-site for emergency backup at all times when an NNC is caring for the Child.
- j) All staff will be supervised by a registered nurse or registered psychiatric nurse who is a member in good standing with the College of Registered Nurses of BC or College of Registered Psychiatric Nurses of BC and who has nursing supervision experience, particularly with families of children who have chronic and/or technologically dependent conditions. The Contractor will inform the NNS Manager of Operations or delegate and the NSS Coordinator when there is any change in nursing supervisory staff and provide the name and contact information of both the primary and back up Nursing Supervisors. The Contractor will provide the NSS Manager of Operations or delegate with information about the qualifications, experience and education of all nursing supervisory staff.
- k) The roles and responsibilities of an Agency Nursing Supervisor will typically include but not be limited to:
 - i) participating in the selection of Agency Health Care Providers to fill the child's/youth school, pre-school, child care and/or home hours;
 - ii) assessing skills, knowledge and performance of Agency Health Care Providers and ensuring these meet professional and program standards and requirements;
 - iii) monitoring and supervising Agency Health Care Providers, on-site and on an ongoing basis, to ensure the delivery and documentation of comprehensive, safe and appropriate care to the child/youth;

- iv) evaluating Agency Health Care Providers need for training, orientation and ongoing education; and the coordination/facilitation of Agency Health Care Providers training/orientation to a child/youth's care, in accordance with professional and program standards;
- v) Scheduling Agency Health Care Providers to fill a child/youth's school, pre-school, child care and home hours; up to the number of hours pre-approved by the NSS Coordinators, as needed or at a minimum annually; formulating and updating each child/youth's individual Health Care Plans based on assessment of the child/youth's needs, and in collaboration with the child/youth, family/legal guardian, Agency Health Care Providers, NSS Coordinators and other involved professionals;
- vi) ongoing monitoring of each child's/youth's overall care and well-being;
- vii) consultation with the NSS Coordinator, taking the lead role with issues related to the nursing care delivered to children/youth, in home, child-care, pre-school and school settings, as evidenced by but not limited to the Agency Nursing Supervisor's early identification of issues, appropriate assessments, actions taken and keeping the NSS Coordinator apprised of the situation;
- viii) maintaining collaborative relationships and ongoing communication with professionals and service providers (e.g. teachers, child-care providers, etc.) from the initial to the final stages of service delivery. This includes participation in scheduled meetings for the purpose of discussing issues relevant to nursing service delivery in the context of the NSS Program;
- ix) liaison between child/youth, family, NSS Coordinators, and other involved professionals from the initial to the final stages of service delivery;
- x) working collaboratively and maintaining communication with the NSS Coordinator through all significant stages of service delivery;
- xi) travelling, as necessary, to ensure that the aforementioned tasks are accomplished.

- 3.3 The Contractor must assign a Contract Manager who is responsible to manage the Contract in all aspects from initial to final stages of service delivery. The responsibilities of the Contract Manager will include, but not be limited to, the following:
- a) recruiting and hiring of all Agency Nursing Supervisor(s) and all RN, RPN, LPN and NNC's where applicable;
 - b) ensuring all the necessary clerical and telecommunication support for the Contract;
 - c) providing all the necessary communication and transmission of information to the NSS Provincial Manager of Operations or delegate electronically, as requested;
 - d) ensuring administrative duties such as the preparation and submission of monthly billing invoices are completed in a timely manner;
 - e) maintaining a complete and accurate system of records/documentation that relate to the Child and the Family, in accordance with *the Freedom of Information and Protection of Privacy Act*;
 - f) submitting all pertinent/related documentation related to the Child and the Family, as requested by the Ministry;
 - g) providing overall supervision and direction of all Contractor staff associated with this Contract;
 - h) acting as the key contact for the NSS Provincial Manager of Operations for contract negotiations, monitoring, administration, training, critical incident reporting, or issues and risk management, conflict resolution;

- i) notifying the NSS Manager of Operations or delegate and NSS Coordinator of any changes in nursing supervisors and provide them with the name and contact information of both the primary and back up Nursing Supervisors;
 - j) traveling as necessary, for issues related to the aforementioned tasks.
- 3.4 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- a) College of Registered Nurses of BC, Professional, Practice and Scope of Practice Standards
 - b) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers
 - c) College of Registered Psychiatric Nurses of BC Standards of Practice
 - d) College of Registered Psychiatric Nurses of BC Delegating to Unregulated Care Providers
 - e) College of Licensed Practical Nurses of BC, Practice and Scope of Practice Standards and Practice Guidelines.
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- a) Nursing Support Services, Standards and Guidelines,
 - b) MCFD Child and Family Service Standard 25; Notification of death, critical injuries and serious incidents;
 - c) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;

- b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
 - a) complying with the Province's established complaint process; and
 - b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$2,500,000.00 the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
 - a) Training, travel, orientation and client specific meetings:

- i) With prior written approval by the NSS Coordinator, MCFD will pay for the cost of child-specific courses for the Contractor's staff deemed suitable and appropriate by the NSS Provincial Manager of Operations or delegate. The Contractor will bill the Ministry the appropriate Direct Service Hour Rate for the time that Agency Health Care Providers are in training. The Contractor will be responsible for staff travel time, and travel and accommodation expenses, if applicable, related to their employee training, other than the exceptions outlined in 4.2 (a)
- ii) With prior written approval by the NSS Provincial Manager of Operations or delegate, MCFD will pay for travel (cost-efficient) and accommodations for the Contractor's staff at the Group 1 government rate for travel required from the Interior and Northern Health Authority under the following circumstances only:
 - the course is not available in the Interior or Northern Health Authorities (i.e. an Agency Health Provider from Kamloops or Prince George going to Vancouver for training); and
 - the trainer is unable to, or the NSS Manager of Operations or delegate determines that it is not cost effective for the trainer to come to the Interior or Northern Health Authorities.
- iii) Under exceptional circumstances, the NSS Manager of Operations may approve mileage expenses for staff to provide direct care to a client when the travel distance from the Agency Health Care Provider's home to the child/youth's home is more than 80 km each way. Written approval from the NSS Provincial Manager of Operations is required prior to the travel from which mileage reimbursement is being requested.
- iv) When an Agency Health Care Provider begins service with a new Child, the NSS Coordinator will approve a specific number of orientation hours. These hours will be completed prior to the Agency Health Care Provider independently provides Direct Service Hours to a Child. Orientation hours are billable to the Ministry at the appropriate Direct Service Hour Rate.
- v) In some circumstances, with prior written approval by the NSS Coordinator, MCFD will pay the Direct Hour Service Rate for Agency Health Care Providers to participate in child/youth specific activities such as case conferences or debriefing.
- vi) The contractor will submit monthly billing reports to MCFD, for the preceding period. The required content of these reports will include, but is not limited to, the information outlined in, Section 5.1 Statements and Reports, of this document.

NOTE: The Contractor will submit all billing information within the fiscal year in which the services were provided, with the exception of services provided in March of each year. The Ministry will not pay for services or expenditures that were provided in the previous fiscal year, excluding those services and expenditures occurring in March. All fees and expenses to services provided in March are to be submitted no later than April 30 each year.

- b) based on actual services delivered to a maximum of the pre-approved number of hours for each Child/family, including authorized hours that staff spend in orientation or approved training or meetings as described in 4.2 (a)(i & ii), total hours are billed at the following Direct Service Hour Rates as outlined in 4.2 (c) to the maximum of \$2,500,000.00.
- c) remuneration of employees will vary by Health Authority and designation of the Agency Health Care Provider and will be based on the following Direct Service Hour rates of pay:

Interior Health Authority:

- (i) Registered Nurses (RN) /Registered Psychiatric Nurses (RPN) is \$69.14 per hour
- (ii) Licensed Practical Nurse (LPN) is \$53.46
- (iii) Non Nurse Caregivers (NNC) is \$43.95 per hour

Northern Health Authority:

- (i) Registered Nurses (RN) /Registered Psychiatric Nurses (RPN) is \$83.69 per hour
- (ii) Licensed Practical Nurse (LPN) is \$67.01 per hour
- (iii) Non Nurse Caregivers (NNC) is \$57.50 per hour

- d) administrative costs are included in the Direct Service Hour Rates
- e) expenses related to travel of all Agency staff are the responsibility of the Contractor, other than the exceptions noted in 4.2 (a) (ii) and (iii) which will be reimbursed at the following Group I government rates, effective JULY 1, 2010, less the Harmonized Sales Tax (HST) and when accompanied by original receipts (unless otherwise specified):

UPDATED (a) meal allowances (no receipts required) at the Group I rate, (see below):

Breakfast only (B) \$11.50 B & L \$24.75 Lunch only (L) \$13.25

L & D \$35.50 Dinner only (D) \$22.25 B & D \$33.75

Claiming for the Full Day \$47.00

Breakfast can be claimed if travel status starts before 7:00 am .Lunch can be claimed if travel starts before 12:00 noon (and a meal is not provided at the function)
Dinner can be claimed if travel ends after 6:00 pm

(b) airfare or mileage (0.50/km) and fuel consumption, whichever is more cost effective
(c) parking

(d) taxi (gratuities excluded)

(e) Accommodations (see below):

Accommodation within BC must be in accordance with the Hotel Accommodation Guide <http://www.pc.gov.bc.ca/cmg/newweb/EmployeeTravelPolicy.htm>. If you stay at a private residence, the Ministry will reimburse you \$30.00 a night. No receipt is required, the amount so certified and accepted by the Province.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

(a) **NOT APPLICABLE**

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of the Northern and Interior Health Authority reports may include, but are not limited to, the following information:

- a) names of every Child that received services;
- b) number of approved hours for each Child;

- c) designations (RN, RPN, LPN, NNC) and Direct Service Hour Rates of each Agency Health Care Provider providing Direct Nursing Services to each Child served
- d) summary of actual Direct Service Hours provided by each designation of Agency Health Care Provider for each Child served;
- e) summary of services provided by setting (i.e. home, school, day care, preschool) for each Child;
- f) hours spent in orientation, training activities, and client specific meetings for each Child;
- g) travel vouchers and original receipts for any Ministry approved travel undertaken by the Nursing Supervisor(s) and/or Agency Health Care Providers (see Section 4.2(f) for more information;
- h) submit Agency Nursing Supervisor's Child status reports to the appropriate NSS Coordinator by the 15th of every month for the preceding month.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending April 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

6.1 "Client Records" means all electronic and paper data, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or unrelated services.

6.2 The Contractor will be responsible to keep complete and accurate records in accordance with the *Freedom of Information and Protection of Privacy Act*.

The Contractor will keep the following records:

- a) all dates and Direct Service Hours provided for each Child, as well as Child-related documentation (nurses notes, Doctor's orders, Personal Health Numbers etc.);
- b) all documents related to the training of the Contractor's staff;
- c) books of accounts/financial statements as requested by MCFD for the purpose of audits, investigations, suits and/or other reviews;
- d) criminal record checks of their Agency Health Care Providers as requested by MCFD for the purposes of audits, investigations, suits and/or other reviews.
- e) any other records the Contractor deems important for the file.

Document Ownership

- 6.3 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- a) **NOT APPLICABLE**
- 6.4 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- a) all records and documentation relating to the Child and Family are the property of the Ministry.
- b) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.5 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.6 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.7 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.8 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.9 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.10 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- a) N/A
- 6.11 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this

Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.12 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.13 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to personal information.
- 6.14 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:

a) **NOT APPLICABLE**

- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:

a) **NOT APPLICABLE**

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Facility Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

a) **NOT APPLICABLE**

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- a) subcontractors may be approved under exceptional circumstances on a short term, transitional basis. This option must be cost neutral to the NSS program. Prior written approval must be received from the NSS Provincial Manager of Operations or delegate.

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Govt, Victoria, BC V8W 9S5
Fax Number: (250) 387-5869

Address and fax number for notices to the Contractor:

Address: 200 – 260 Harvey Avenue, Kelowna, BC V1Y 7S5
Fax Number: (250) 762-9898

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- a) Senior Director, Child, Youth and Family Policy, PO Box 9719 Stn Prov Govt, Victoria BC, V8W 9S5, Telephone: (250) 387-3343, Fax (250) 356-0399.
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- a) Graham McMynn, Senior Administrator, Western Human Resources Corp
202 – 260 Harvey Avenue, Kelowna, BC V1Y 7S5,
Telephone: (250) 763-6624 Fax: (250) 868-2990

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:

a) NOT APPLICABLE

- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- a) criminal record checks have been initiated;
 - b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - c) all other related procedures have been followed.

Waivers of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to Children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of Children recognized under that Act to:
- a) be well cared for, with adequate food, shelter, clothing and health care;
 - b) be involved in decisions that affect them;
 - c) know about plans for their care;
 - d) have their own belongings and privacy;

- e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- f) not be punished physically or in any other abusive way;
- g) have their language and culture respected;
- h) take part in social and recreational activities;
- i) know about and be helped in contacting the Child, Youth and Family Advocate;
- j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsperson or the Child, Youth and Family Advocate; and
- k) know their rights and how to enforce them.

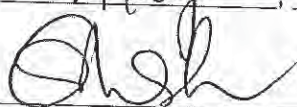
PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Manager of Operations, Nursing Support Services, CYSN Provincial Operations	Graham McMynn Senior Administrator Western Human Resources Corp.
Stage Two:	Senior Director, CYSN Provincial Operations, Integrated Policy and legislations	Ernie St. Pierre Executive Director, Western Human Resources Corp.
Stage Three:	Assistant Deputy Minister, or designate	Ernie St. Pierre Executive Director, Western Human Resources Corp.

The parties have executed this Component Schedule as follows:

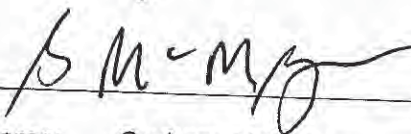
SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 27 day of May, 2011



Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 25th day of May, 2011.



Print Name: Graham McMynn
Print Title: Senior Administrator
Western Human Resources Corp.

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XCLQ002X01

Contractor Name/Address: Western Human Resources Corp.
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XCLQ002X01

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) Professional Liability Insurance of \$5,000,000.



**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Fraser Health Authority - Nursing Support Services

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed, or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.


The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 16 day of Sept
2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Services

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 7th
day of Sept, 2011.



Print Name: Rowena Rizzotti
Print Title: Executive Director, (MICY)
Maternal Infant Child & Youth
Programs

RECEIVED
SEP 13 2011
MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
- (a) Children/youth in care who have complex health care needs are safe in their homes and community.
 - (b) Foster families of children/youth in care, who have complex health care needs have the knowledge and skill to provide safe environments, maintain or increase a child's optimum health and advocate for children/youth who have complex health care needs.
 - (c) Care is individualized to meet the unique needs of each child/youth in care who has complex health care needs and to promote the child/youth's development and self-care skills.
 - (d) Collaborative partnerships and joint planning between Nursing Support Services, foster and birth families, Ministry of Children and Family Development (MCFD) staff, schools, community agencies and other health care professionals will facilitate the provision of safe care to children/youth in care with complex health care needs.

- (e) When required, referred children/youth in care with complex health care needs will have individualized health care plans specific to their individual health care needs.
- (f) Foster parents and their relief caregivers will have a working knowledge about the health issues of the children/youth in their care and will have nursing tasks taught or delegated to them as required.
- (g) Foster parents, MCFD staff and other caregivers who support children in care with complex health care needs will increase their knowledge about health conditions and treatments.
- (h) Communication between foster families, school staff, health professionals and MCFD staff will be enhanced.
- (i) Community members will have the knowledge and skill to provide culturally relevant services to children/youth in care with complex health care needs.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Provide approximately 1,869 community based nursing support services, including information and consultation to referred children and youth with complex health care needs in the care of the Director, under the *Child, Family and Community Service (CF&CS) Act*, in the Fraser Health Authority and their foster families, relief care providers, birth families and MCFD staff as necessary.
 - (b) Receive referrals from MCFD staff.
 - (c) Meet with each referred child/youth in care with complex health care needs and the child/youth's foster family, birth family, legal guardians and other professionals involved in the child/youth's care. Complete a Nursing Support Services assessment to determine if the child/youth requires delegated nursing care or ongoing consultation in the foster or relief care providers' homes.
 - (d) Develop comprehensive individual care plans for referred children/youth in care with complex health care needs and review the nursing care plan at six months intervals or earlier as required. Individual health care plans will be developed in collaboration with foster families, relief care providers, birth families, legal guardians and other involved professionals.
 - (e) Provide education/training or delegation of nursing tasks to foster families and/or relief care providers responsible for implementing the individual health care plan as per the provincial NSS Guidelines and College of Registered

Nurses of BC Practice Standard, Delegating Tasks to Unregulated Care Providers.

- (f) Provide copies of the NSS assessment and individual health care plan to the foster parent, and MCFD staff directly involved with the child/youth.
- (g) Provide written documentation of changes in existing individual health care plans as they occur.
- (h) When required, support children/youth in care with complex health care needs and their foster families during hospital admissions.
- (i) Inform MCFD staff of planned hospital discharge meetings and attend the same with the foster parent(s) as necessary.
- (j) Liaise with other health care professionals, community resources, and birth families as appropriate when requested by MCFD staff.
- (k) In collaboration with other health professionals, monitor the health status of referred children/youth in care with complex health care needs.
- (l) Nurses delivering the service must have:
 - a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with complex health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current CRNBC membership and licensed to practise nursing in B.C. under the Registered Nurses Act.
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with complex health care needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.

- (m) Provide administrative support services such as word processing, data entry, maintaining records, faxing etc. to NSS coordinators providing support to referred children/youth in care with complex health care needs.
 - (n) Provide a locally designated manager employed by the Fraser Health Authority with responsibility to:
 - recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (www.pssg.gov.bc.ca/criminal-records-review/index.htm)
 - (b) Child, Family and Community Service Act Duty to Report Abuse or Suspected Abuse
 - (c) BC Handbook for Action on Child Abuse and Neglect
 - (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
 - (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;

- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and

- (b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$146,808.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
 - (a) the amount of \$12,234.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period .

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
 - (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
 - (a) N/A

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
 - (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
 - (c) Bullets (a) and (b) not applicable
 - (d) Names of referred children in care receiving nursing support services, the tasks/procedures that are being delegated and the setting in which the service is being provided
 - (e) Number of direct contacts including visits for delegations, monitoring, home or hospital visits, phone contacts.
 - (f) Number of admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or N/A.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- . {Specify format/retentions, if any, or type "not applicable"}
- (a) NOT APPLICABLE
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor

will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Facility Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) Not applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria, BC V8W 9S5

Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 300 -10334 - 152nd St. Surrey, BC V3R 7P8

Fax Number: (604) 587-4710

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Executive Director, Child, Youth and Family Policy, MCFD
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:
- (a) Manager Child & Youth Services
- (b) Program Director Child & Youth Services

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;

- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Manager of Operations, Nursing Support Services, MCFD	Manager Child & Youth Services
Stage Two:	Senior Director, CYSN Provincial Operations, MCFD	Program Director Child & Youth Services
Stage Three:	ADM or designate MCFD	Executive Director of the Maternal Infant Child & Youth Program (MICY)

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 16 day of Sept, 2011

Gail North

Print Name: Arif Lalani

Print Title: Senior Director, CYSN Provincial Operations MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 7th day of Sept, 2011

Rowena Rizzotti

Print Name: Rowena Rizzotti

Print Title: Executive Director, (MICY) Maternal Infant Child & Youth Programs Fraser Health Authority

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XAG0709X01

Contractor Name/Address: Fraser Health Authority 300 -10334 - 152nd St. Surrey, BC
V3R 7P8

Name of Program(s)/Service(s): Nursing Support Services

Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XAG0709X01

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).

1.01 Not Applicable

- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.

- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.

1.03 Not Applicable

- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

1.04 Not Applicable

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:

(a) N/A

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 Ministry of Children and Family Development (the "Province") and Fraser Health Authority (the "Contractor") respecting XAG0709X01 (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

RECEIVED
SEP 13 2011
MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "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 Children and Family Development**

(the "**Province**")

AND:

Fraser Health Authority

(the "**Contractor**")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
- (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
- (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,
- whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Manager of Operations, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.


16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.


16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 16 day of Sept
2011.

Gail North

Print Name: Arif Lalani
Print Title: Senior Director, Children &
Youth with Special Needs,
Provincial Operations

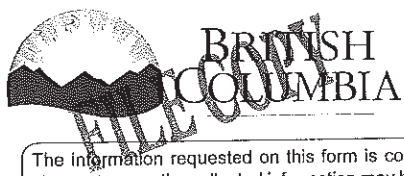
SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 7th
day of Sept, 2011.


Print Name: Rowena Rizzotti
Print Title: Executive Director of the Maternal
Infant & Youth Program (MICY)

RECEIVED

SEP 13 2011

MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



Ministry of Children
and Family Development

**AUTHORIZATION TO PAY
CONTRACTS AND GRANTS**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

307888

CONTRACT NUMBER

XAG0752X01

OCG SUPPLIER NUMBER

200434-001

☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☐ RENEWAL ☒ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

FRASER HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

400 - 13450

102ND AVE.

SURREY

V3T5X3

TOTAL AMOUNT
APPROVED

\$ 763,806.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$ 62,798.00

MONTHLY

AND/OR

\$10,230.00

☒ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
F12 NURSING		18 KAG	15058	8007	1800000	763,806.00
RECEIVED						
JAN - 5 2012						
ACCOUNTS PAYABLE PROVINCIAL PROGRAMS						

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

[Signature]

DATE

JAN 03 2012

ACCOUNTS
USE ONLY

[Signature]

COMMENTS

ONE TIME ONLY TO COVER AHP WAITLIST

payment goes to Accounting Services, 330 Columbia St E,
New Westminster BC V3L 3W7



BRITISH
COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by Minister Of Children and Family Development

the "Province"

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

Fraser Health Authority

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number XAG0752X01 and dated September 16,
2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective October 20, 2011.

AGREEMENT

The parties agree as follows:

1. To increase aggregate by \$10,230.00, as a onetime only, to a new total not to exceed, \$763,806.00 for the Term.
(Increase of funds to address the AHP Assessment waitlist in the Fraser South area),
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 03 day of January, 2012.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

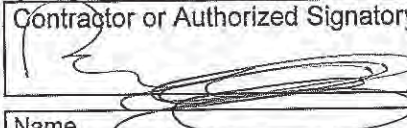
 Gail North

Name
Arif Lalani

Title
Senior Director, Provincial Operation

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory


Name
Rowena Rizzotti

Title
Executive Director (MICY)

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE



COMPONENT SERVICES SCHEDULE (FUNDING PERIOD 2011-04-01 - 2012-03-31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 9,590 hours of community based nursing support services to children and youth with special health care needs in the Fraser Health Authority service delivery areas. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.

- (b) Provide nurses delivering the service who must have following qualifications, knowledge, skills and experience:
- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Coastal Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.

(e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing 21 At Home Program assessments as required.

3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (www.pssg.gov.bc.ca/criminal-records-review/index.htm)
- (b) Child, Family and Community Service Act Duty to Report Abuse or Suspected Abuse
- (c) BC Handbook for Action on Child Abuse and Neglect;

- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$753,576.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$62,798.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period
 - (b) .

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

(a) **NOT APPLICABLE**

PART V: STATEMENTS AND REPORTS

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
- (c) Bullets (a) and (b) not applicable.
- (d) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
- (e) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
- (f) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
- (g) Number of screening, At Home Program and Nursing Support Services assessments.
- (h) Number of Nursing Support Services program admissions and discharges.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 1, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense

Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or N/A.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

(a) **NOT APPLICABLE**

- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:

(a) any Client Records excluded under section 6.1 of this Component Schedule;

(b) **NOT APPLICABLE**

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents 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 permitted or required by

applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:

(a) **NOT APPLICABLE**

- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:

(a) **NOT APPLICABLE**

- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:

(a) **NOT APPLICABLE**

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements

for licensing of community care facilities in accordance with the *Community Care Facility Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

(a) **NOT APPLICABLE**

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) **NOT APPLICABLE**

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Govt, Victoria, BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 300 - 10334 - 152nd Street, Surrey, BC V3R 7P8
Fax Number: (604) 587-4710

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Senior Director, CYSN, Provincial Operations, MCFD
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:
- (a) Manger, Child & Youth Services
 - (b) Executive Director, Maternal Infant Child & Youth Program (MICY)

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) **NOT APPLICABLE**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.


PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director Operations, NSS, MCFD	Manager, Child & Youth Services, Fraser Health Authority
Stage Two:	Senior Director, CYSN, MCFD	Program Director, Child & Youth Services, Fraser Health Authority
Stage Three:	ADM or designate, MCFD	Executive Director, Maternal Infant Child & Youth Program (MICY)


The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 16 day of

Sept, 2011

Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 16 day of Sept, 2011.


Print Name: Rowena Rizzotti
Print Title: Executive Director, MICY

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XAG0752X01

Contractor Name/Address: Frasaer Health Authority 300 - 10334 - 152nd Street, Surrey,
BC V3R 7P8

Name of Program(s)/Service(s): Nursing Support

Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XAG0752X01

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Fraser Health Authority** (the "Contractor") respecting **XAG0752X01** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

RECEIVED
SEP 13 2011
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



BRITISH
COLUMBIA

Ministry of Children
and Family Development

A. AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

307820

CONTRACT NUMBER

KL00482K02B

OCG SUPPLIER NUMBER

200438-004

A ☐ CONTRACT ☐ GRANT

B ☐ INITIAL ☐ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Vancouver Island Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

3rd Floor, 1450 Hillside Avenue

Victoria, BC

V8T 2B7

TOTAL AMOUNT

APPROVED

\$ 113,040.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY ☐ \$

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

9,420.00

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	113,040.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 06 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

RECEIVED

SEP - 6 2011

F* ACCOUNTS PAYABLE
PROVINCIAL PROGRAMS



THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Island Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 6th day of Sept
2011.

 Gail North

Print Name: for Arif Lalani
Print Title: Senior Director, CSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory ^{not}
of the Contractor if a corporation) on the 2nd
day of Sept, 2011.



Print Name: Lois Cosgrave
Print Title: Director, Home & Community Care
for Vancouver Island Health Authority

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2009 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Provide approximately 1,439 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Island Health Authority Upper Vancouver Island service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, skill, knowledge and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Island Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric special health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and coordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- These services also extend to supported child care settings and associate families.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
 - (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection
 - (c) BC Handbook for Action on Child Abuse and Neglect;

- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;

Operational Principles

3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$113,040.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$9,420.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period .

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)

- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

(a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9736 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 3rd floor – 1450 Hillside Avenue, Victoria BC V8T 2B7

Fax Number: (250) 519-3537

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;

- (d) have their own belongings and privacy;
- (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services, MCFD	Area Program Manager, Vancouver Island Health Authority
Stage Two:	Senior Director, CYSN, Provincial Services, MCFD	Continuing Care Regional Services Manager Vancouver Island Health Authority
Stage Three:	ADM or designate, MCFD	Chief Executive Officer, Vancouver Island Health Authority

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 6th day of Sept., 2011.

 Gail North

Print Name: Arif Lalani
 Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 2nd day of Sept., 2011.



Print Name: Lois Cosgrave
 Print Title: Director
Home & Community Care
Vancouver Island Health
Authority

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # KL00482K02B

Contractor Name/Address: Vancouver Island Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____ Date _____
 Print Name _____ Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. KL00482K02B

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

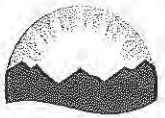
Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Vancouver Island Health Authority** (the "Contractor") respecting **KL00482K02B** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- Disclosure of personal information**
16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
 17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.
- 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 disclosurethe 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 30, 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.



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)358-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

295399

CONTRACT NUMBER

KL00151K18 B

OCG SUPPLIER NUMBER

200438-005

☒ CONTRACT

☐ GRANT

☒ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

VANCOUVER ISLAND HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

2400 ARBUTUS ROAD

VICTORIA

V8N 1V7

TOTAL AMOUNT
APPROVED

\$ 134,208.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$

11,184.00 MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING Support		18XAG	15058	8007		134,208.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

Gail North

DATE

NOV 04 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS



BRITISH
COLUMBIA

CLIENT SERVICES AGREEMENT
(Fixed Term)

Ministry Contract No. KL00151K00

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Island Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

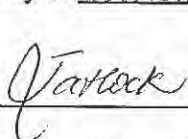
The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 4th day of Nov
2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 28
day of October, 2011.

 Jan Tatlock

Print Name: Cheryl Damstetter
Print Title: Director, Child, Youth and Family
Services, Vancouver Island Health
Authority Community Programs

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 1,708 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Island Health Authority Central Vancouver Island service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Island Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS coordinator staff fairly and consistently.
 - consult and collaborate with the NSS coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family/guardian, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- These services also extend to foster parents and supported child development settings
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required

3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
- (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;
- (c) BC Handbook for Action on Child Abuse and Neglect;

- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;

Operational Principles

3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$134,208.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$11,184.00 per month on or about the 15th day of each month commencing on the 15TH day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

(a) Not Applicable.

PART V: STATEMENTS AND REPORTS

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

(a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).

(b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.

(c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.

(d) Number of screening, At Home Program and Nursing Support Services assessments.

(e) Number of Nursing Support Services program admissions and discharges.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision

to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under

section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

(a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 2400 Arbutus Rd., Victoria BC V8N 1V7

Fax Number: (250)721-8818

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Senior Director, Children and Youth with Special Needs, MCDF

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Director of Child, Youth & Family Services

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
- (b) be involved in decisions that affect them;
- (c) know about plans for their care;
- (d) have their own belongings and privacy;

- (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.


PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services MCFD	Director, Child, Youth & Family Services, Vancouver Island Health Authority
Stage Two:	Senior Director, CYSN Provincial Services, MCFD	Executive Director, Child, Youth & Family Services, Vancouver Island Health Authority
Stage Three:	ADM or designate, MCFD	Chief Executive Officer, Vancouver Island Health Authority

The parties have executed this Component Schedule as follows:


SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 4th day of
July, 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Services
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
28 day of October,
2011.



Print Name: ~~Lois Cosgrave~~ 
Print Title: Director, ~~C4F~~ Community Programs
~~Home and Community Care,~~
Vancouver Island Health
Authority

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # KL00151K18B

Contractor Name/Address: Vancouver Island Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No# KL00151K18B

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

1.01 Not Applicable

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Vancouver Island Health Authority** (the "Contractor") respecting **KL00151K18B** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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

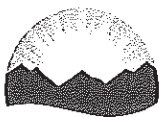
23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to 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 30, 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.



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

295397

CONTRACT NUMBER

V010008701A

OCG SUPPLIER NUMBER

200438-005

☒ CONTRACT

☐ GRANT

☐ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

VANCOUVER ISLAND HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

2400 ARBUTUS ROAD

VICTORIA

V8N 1V7

TOTAL AMOUNT

APPROVED

\$ 208,359.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$ 17,059.00

MONTHLY

AND/OR

\$

3,651.00

☒ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Nursing Support		18XAG	15058	8007		2108359.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

Gail North

DATE

NOV 04 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

OTO PAYMENT COVER OFF SALARY/BENEFITS



CLIENT SERVICES AGREEMENT
(Fixed Term)

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Island Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,
 whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed, or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 4th day of Nov
, 2011.

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 28
day of October, 2011.

Print Name: Cheryl Damstetter
Print Title: Director, Child, Youth & Family
Services, Vancouver Island Health
Authority Community Programs

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2010 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Provide approximately 2,605 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Island Health Authority South Island service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Island Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS coordinator staff fairly and consistently.
 - consult and collaborate with the NSS coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family/guardian, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- These services also extend to supported child development settings, foster homes and associate families.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers directly involved with a child/youth
- Completing up to 6 At Home Program assessments per month.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
 - (b) BC Handbook for Action on Child Abuse and Neglect;
 - (c) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
 - (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
 - (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
 - (d) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;
 - (e) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$208,359.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$17,059.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period. **With A One Time Only payment of \$3,651.00 to cover the salary/benefits and degrees bonus costs for 64.8 hrs.**

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor

will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9736 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 2400 Arbutus Rd., Victoria BC V8N 1V7
Fax Number: (250) 721-8818

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Director, Child, Youth & Family Services Vancouver Island Health Authority,

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;

- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services MCFD	Director, Child, Youth & Family Services, Vancouver Island Health Authority
Stage Two:	Senior Director, CYSN Provincial Services, MCFD	Executive Director, Child, Youth & Family Services, Vancouver Island Health Authority
Stage Three:	ADM or designate, MCFD	Chief Operating Officer, Vancouver Island Health Authority

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 4th day of

Nov, 2011.

Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
28 day of October,
2011.




Print Name: Jan Tatlock
Cheryl Damstetter
Print Title: Director, Child, Youth &
Family Services Community Programs
Vancouver Island Health
Authority,

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # V010008701A

Contractor Name/Address: Vancouver Island Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. V010008701A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Vancouver Island Health Authority** (the "Contractor") respecting **V010008701A** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



BRITISH
COLUMBIA

CLIENT SERVICES AGREEMENT
(Fixed Term)

Ministry Contract No. QL0208CQ00

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Northern Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:

- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
- (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.

4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.

4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.

5.02 The parties must comply with the payment provisions set out in all Component Schedules.

5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.

6.03 The Component Schedules are part of this Agreement even though not attached to it.

6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.

7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.

7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.

7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.

7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.

7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

8.01 The Contractor acknowledges and agrees that the Province exclusively owns:

- (a) the Province's Documents, including copyright therein;
- (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
- (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed, or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

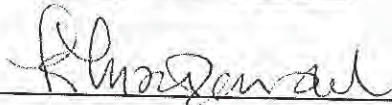
SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 16 day of Sept
2011.



Gail North

Print Name: ^{for} Arif Lalani
Print Title: Senior Director
Provincial Services
CYSN

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of Sept 2, 2011.



Print Name: Kathy MacDonald
Print Title: Director of Preventive Public
Health, Northern Health Authority



The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S6.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295385

CONTRACT NUMBER

QL0208CQ05

OCG SUPPLIER NUMBER

200435-020

A ☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Northern Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

9636 100th Avenue

Fort St John, BC

V1J 1Y3

TOTAL AMOUNT
APPROVED

\$ 55,620.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY

\$

4,635.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	55,620.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE *FINANCIAL ADMINISTRATION ACT* AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 16 2011

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 710 hours of community based nursing support services to children and youth with special health care needs in the Northern Health Peace Liard service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Northern Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
- (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;
- (c) BC Handbook for Action on Child Abuse and Neglect
- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$55,620.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$4,635.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or (N/A).

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 9636-100 Ave Fort St John BC V1J 1Y3

Fax Number: (250) 787-3486

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Services, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Manager of Preventive Services

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.

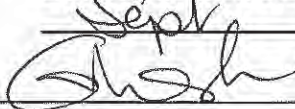
PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, NSS Services, MCFD	Assistant Public Health Nursing Administrator, Northern Health
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Manager of Preventive Services, Northern Health
Stage Three:	ADM or designate	Director, Finance and Administration, Northern Health

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 16 day of Sept, 2011

 *Arif Lalani*
Gail North

Print Name: *Arif Lalani*
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 2 day of Sept, 2011.

 *Kathy MacDonald*

Print Name: Kathy MacDonald
Print Title: Regional Director, Preventive Public Health, Northern Health

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # QL0208CQ05

Contractor Name/Address: Northern Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. QL0208CQ05

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Northern Health Authority** (the "Contractor") respecting **QL0208CQ05** ("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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

RECEIVED

SEP 12 2011

MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295387

CONTRACT NUMBER

QL0208CQ09

OCG SUPPLIER NUMBER

200435-027

A ☒ CONTRACT

☐ GRANT

B ☐ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Northern Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

600 - 299 Victoria Street

Prince George, BC

V2L 5B8

TOTAL AMOUNT
APPROVED

\$ 57,336.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY

\$

4,778.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	57,336.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 19 2011

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2010 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012, the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being and grow and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners (ages 6 – 19).
 - (f) Children and youth with complex health care needs will be accepted in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their child and to develop effective partnerships within their community.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to advance growth, development and function and promote school readiness of school-age children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between nursing services, families, MCFD, schools, community agencies and other health care professionals are maximized to facilitate the provision of safe care to children with complex health care needs.
- (p) Children and youth eligible for Nursing Support Services will receive a safe level of nursing care in the appropriate care venue and transition as appropriate to alternate caregivers, level of care or care venue as outlined in the MCFD Provincial Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 730 hours of community based nursing support services to children and youth with special health care needs in the North West service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Nurses delivering the service must have:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Northern Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS coordinator staff fairly and consistently.
 - consult and collaborate with the NSS coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric special health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
 - (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.
 - (c) BC Handbook for Action on Child Abuse and Neglect;
 - (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;
- (c) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (d) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$57,336.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of ~~\$4,778.00~~ per month on or about the 15th day of each month commencing on the 15st day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
 - (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
 - (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 600 – 299 Victoria St, Prince George BC V2L 5B8

Fax Number: (250) 565-2640

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

(a) Manager of Community Health Programs, Interior Health

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.

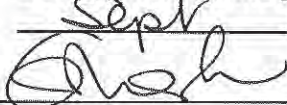
PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, NSS Services, MCFD	Assistant Public Health Nursing Administrator, Interior Health
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Manager of Preventative Services, Northern Health
Stage Three:	ADM or designate, MCFD	Director, Finance and Administration, Northern Health

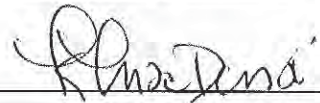
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 16 day of Sept, 2011

 Gall North

Print Name: Arif LLalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 2 day of Sept, 2011.



Print Name: Kathy MacDonald
Print Title: Regional Director, Preventive
Public Health, Northern
Health

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # QL0208CQ09

Contractor Name/Address: Northern Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. QL0208CQ09

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 Ministry of Children and Family Development (the "Province") and Northern Health Authority (the "Contractor") respecting QL0208CQ09 ("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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

RECEIVED
SEP 12 2011
MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



**AUTHORIZATION TO PAY
CONTRACTS AND GRANTS**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295386

CONTRACT NUMBER

QL0208CQ08A

OCG SUPPLIER NUMBER

200435-025

A ☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☐ RENEWAL ☒ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Northern Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

700-299 Victoria Street Prince George, BC V2L 5B8

TOTAL AMOUNT

APPROVED

\$ 78,816.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY

\$

6,568.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	78,816.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 16 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012. The end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.
 - (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.

- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 1,005 hours of community based nursing support services to children and youth with special health care needs in the Northern Interior, service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:
 - a Baccalaureate Degree in Nursing

- within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Northern Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:
- Information and consultation on pediatric complex health care issues.

- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
 - (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;
 - (c) BC Handbook for Action on Child Abuse and Neglect;
 - (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
 - (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
 - (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
 - (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$78,816.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$6,568.00 on or about the 15th day of each month commencing on the 15th day of April 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or (N/A).

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

(a) Not applicable

6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:

(a) any Client Records excluded under section 6.1 of this Component Schedule;

6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.

6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:

(a) As per MCFD records management guidelines (attached)

6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9719 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250) 356-0399

Address and fax number for notices to the Contractor:

Address: 700-299 Victoria St. Prince George BC V2L 5B8

Telephone Number: (250) 565-2636

Fax Number: (250) 565-2640

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Services, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Regional Director, Preventive Public Health

- (b) Public Health Nurse Manager

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;

- (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services , MCFD	Public Health Nursing Manager, Northern Health
Stage Two:	Senior Director, CYSN, Provincial Services, MCFD	Regional Director, Prevention Public Health, Northern Health
Stage Three:	ADM or designate, MCFD	Vice President, Clinical Services, Northern Health

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 16 day of Sept, 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 2 day of Sept, 2011.



Print Name: Kathy MacDonald
Print Title: Regional Director, Preventive
Public Health, Northern
Health

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # QL0208CQ08A

Contractor Name/Address: Northern Health Authority
700-299 Victoria St. Prince George BC V2L 5B8

Name of Program(s)/Service(s): Nursing Support Services

Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. QL0208CQ08A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). N/A
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 Ministry of Children and Family Development (the "Province") and Northern Health Authority (the "Contractor") respecting QL0208CQ08A ("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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

RECEIVED

SEP 12 2011

MINISTRY OF CHILDREN AND
FAMILY DEVELOPMENT
PROVINCIAL PROGRAMS



THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Coastal Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,
 whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:

- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
- (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.

4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.

4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.

5.02 The parties must comply with the payment provisions set out in all Component Schedules.

5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.

6.03 The Component Schedules are part of this Agreement even though not attached to it.

6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.

7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.

7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.

7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.

7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.

7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

8.01 The Contractor acknowledges and agrees that the Province exclusively owns:

- (a) the Province's Documents, including copyright therein;
- (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
- (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:


- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.


The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 9 day of Sept
2011.



Print Name: Arif Lalani Gail North
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 6th
day of Sept, 2011.



Print Name: Jane Parter
Print Title: Manager ICY (Infant, Child &
Youth) Pacific Spirit Community
Health Centre



Ministry of Children
and Family Development

**AUTHORIZATION TO PAY
CONTRACTS AND GRANTS**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295384

CONTRACT NUMBER

R15768CR01

OCG SUPPLIER NUMBER

200433-001

A ☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Vancouver Coastal Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

200 - 520 West 6th Avenue

Vancouver, BC

V5Z 4H5

TOTAL AMOUNT
APPROVED

\$ 340,134.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY

\$

27,683.00

MONTHLY

AND/OR

\$

7,938.00

☒ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	340,134.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 03 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

At Home Program

- (q) Enable the Regional At Home Program eligibility committee to make objective decision on At Home program applications;
- (r) Increase At Home Program applicants' knowledge of resources for children with special needs:

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

Service Deliverables

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

- (a) Provide approximately 4033 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Coastal Health Authority Vancouver service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
- (b) Provide approximately 310 service hours to complete At Home Program assessments (approximately 51 At Home Assessment per fiscal year) During the 2011-2012 fiscal year will provide approximately 160 hours in addition to the above in order to perform an additional 23 At Home Program assessments to address the current wait list (138 hours for assessment with 22 hours for 3 staff to attend one day training).
- (c) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:
- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (d) Provide a locally designated manager employed by the Vancouver Coastal Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.

- consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (e) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (f) Provide nursing services, which includes but is not limited to:
- Information and consultation on pediatric complex health care issues.
 - Initial nursing assessment of children and youth referred to nursing support services.
 - Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
 - Ongoing assessment, evaluation and revision of delegated care plans.
 - Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
 - Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
 - Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- (g) Provide At Home Program Assessment Services, which includes but is not limited to:
- Completing approximately 51 At Home Program assessments as required.
 - Designate a health professional(s) who is Ministry of Children and Family Development trained in the At Home Program Assessment process, as an "Assessor" for the At Home Program.

- The Assessor(s) identified above will complete At Home Program Assessments using the Ministry of Children and Family Development guidelines. The Assessor will accept referrals for At Home Program Assessment from the At Home Program Regional contract for Vancouver.
 - The Assessor(s) will submit completed assessment forms to the Ministry contact in a timely manner.
 - The Assessor(s) will discuss other possible special needs services available to the applicants during the assessment process.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
 - (b) BC Handbook for Action on Child Abuse and Neglect;
 - (c) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

MCFD Nursing Support Services Provincial Standards and Guidelines;

- (a) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (b) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (c) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;
- (d) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
 - (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$ 340,134.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$27,683.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period with a ONE TIME ONLY payment \$7,938.00 to address the current wait list of 23 At Home Program assessments and specific 1 day training costs for 3 CHN2 for the At Home Program Assessment delivery.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.

- (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 200-520 West 6th Avenue, Vancouver BC V5Z 4H5
Fax Number: (604)261-7220

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, Children and Youth with Special Needs, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Coordinator of Vancouver Regional Paediatric Team

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.

- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:

- (a) Not Applicable

- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services, MCFD	Coordinator, Vancouver Regional Pediatric Team, Vancouver Coastal Health Authority
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Manager, Infant, Child and Youth Program, Vancouver Coastal Health Authority
Stage Three:	ADM or designate, MCFD	VP, Community Health Services, Vancouver Coastal Health Authority

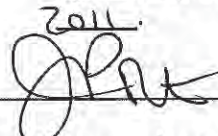
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 9 day of Sept. 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 6th day of Sept. 2011.



Print Name: Jane Porter
Print Title: Manager, Infant, Child & Youth Program, Vancouver Coastal Health Authority

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # RL5768CR01

Contractor Name/Address: Vancouver Coastal Health Authority
200-520 West 6th Avenue, Vancouver BC V5Z 4H5

Name of Program(s)/Service(s): Nursing Support Services

Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. RL5768CR01

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 Ministry of Children and Family Development (the "Province") and Vancouver Coastal Health Authority (the "Contractor") respecting RL5768CR01 (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



CLIENT SERVICES AGREEMENT
(Fixed Term)

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Coastal Health Authority - Nursing Support

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
- (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
- (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,
- whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:

- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
- (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.

4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.

4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.

5.02 The parties must comply with the payment provisions set out in all Component Schedules.

5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

-
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

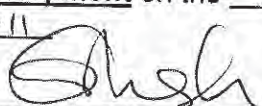
16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 8 day of Sept
2011

Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of Sept 2, 2011.



Print Name: Diane Bissenden
Print Title: Director, Population and Family
Health Vancouver Coastal Health
Richmond Public Health



BRITISH
COLUMBIA

Ministry of Children
and Family Development

FILE COPY

**AUTHORIZATION TO PAY
CONTRACTS AND GRANTS**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295379

CONTRACT NUMBER

RL5512CR01A

OCG SUPPLIER NUMBER

200433-015

A ☒ CONTRACT ☐ GRANT

B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

Vancouver Coastal Health Authority

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

8100 Granville Avenue

Richmond, BC

V6Y 3T6

TOTAL AMOUNT

APPROVED

\$ 156,760.00

PERIOD FROM

2011/04/01

TO

2012/03/31

PAY ► \$ 12,600.00 MONTHLY

AND/OR

\$ 5,500.00

☒ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE ►

EFFECTIVE DATE ►

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
FY12 Nursing Support		18XAG	15058	8007	1800000	156,760.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE *FINANCIAL ADMINISTRATION ACT* AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

DATE

SEP 08 2011

ALL PARTIALS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 –2011/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2009 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012. The end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

At Home Program

- (q) Enable the Regional At Home Program eligibility committee to make objective decision on At Home Program applications;
- (r) Increase At Home Program applicants' knowledge of resources for children with special needs;

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

Service Deliverables

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

- (a) Provide approximately 1830 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Coastal Health Authority Richmond service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
- (b) Provide approximately 120 hours for the At Home Program Assessments (approximately 20 AHP assessments per fiscal year in the Richmond service area). During the 2011/12 fiscal year will provide approximately 99 hours in addition to the above in order to perform an additional 13 At Home Program assessments to address the current wait list in Richmond, and to send 3 Assessors to MCFD's one day At Home Program Assessor's Training.
- (c) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:
- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (d) Provide a locally designated manager employed by the Vancouver Coastal Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.

- consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (e) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (f) Provide nursing services, which includes but is not limited to:
- Information and consultation on pediatric special health care issues.
 - Initial nursing assessment of children and youth referred to nursing support services.
 - Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
 - Ongoing assessment, evaluation and revision of delegated care plans.
 - Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
 - Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
 - Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- (g) Provide At Home Program Assessment services, which includes but is not limited to:
- Designate a health professional(s) who is Ministry of Children and Family Development trained in the At Home Program assessment process, as an "Assessor" for the At Home Program.
 - The Assessor(s) identified above will complete At Home Program assessments using the Ministry of Children and Family Development

guidelines. The Assessor will accept referrals for At Home Program assessment from the At Home program regional contact for Richmond.

- The Assessor(s) will submit completed assessment forms to the Ministry contact in a timely manner.
- The Assessor(s) will discuss other possible special needs services available to the applicants during the assessment process.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

(a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>) BC Handbook for Action on Child Abuse and Neglect;

(b) Responding to Child Welfare Concerns,

(c) Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

(a) MCFD Nursing Support Services Provincial Standards and Guidelines;

(b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;

(c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;

(d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;

(e) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$156,760.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$12,600.00 per month on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period. **One Time Only** payment of **\$5,560.00** to address the current wait list of 13 At Home Program assessments and specific 1 day training costs for 3 CHN2 for the At Home Program Assessment delivery.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.

- (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) N/A
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 8100 Granville Avenue, Richmond BC V6Y 3T6
Fax Number: (604) 233-3198

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

(a) Director of Population & Family Health, Vancouver Coastal Health - Richmond

(b) Manager of Community & Family Health, Vancouver Coastal Health - Richmond

(c) Program Leader, Children, Youth and Families, Vancouver Coastal Health - Richmond

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:

(a) Not Applicable

8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:

- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:

- (a) be well cared for, with adequate food, shelter, clothing and health care;
- (b) be involved in decisions that affect them;
- (c) know about plans for their care;
- (d) have their own belongings and privacy;
- (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

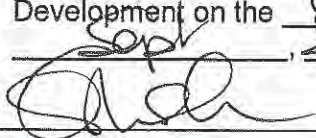
PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Manager, Nursing Support Services, MCFD	Director Population & FamilyHealth, Vancouver Coastal Health - Richmond
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director Population & FamilyHealth, Vancouver Coastal Health - Richmond
Stage Three:	ADM or designate, MCFD	Chief Operating Officer Vancouver Coastal Health - Richmond

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 8 day of

Sept, 2011.
 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
2 day of September,
2011.



Print Name: Diane Bissenden
Print Title: Director, Population and
Family Health
Vancouver Coastal Health -
Richmond

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # RL5512CR01A

Contractor Name/Address: Vancouver Coastal Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____ Date _____
 Print Name _____ Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. RL5512CR01A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)



BRITISH
COLUMBIA

Ministry Contract No. DL0221CD00

CLIENT SERVICES AGREEMENT
(Fixed Term)

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Interior Health Authority

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;Including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

- 12.01 This Agreement will end upon any of the following events:
 - (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
 - (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.
- 12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.
- 12.03 A Component Schedule will end upon any of the following events:
 - (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) If relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) If relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.


16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

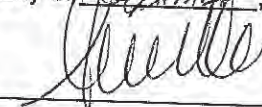
16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 18 day of Oct
2011.
 Gail North

Print Name: Arif Lalani
Print Title: Senior Director
CYSN, Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 26th
day of September, 2011.



Print Name: Andrew Neuner
Print Title: Vice President, Community
Integration



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

295391

CONTRACT NUMBER

DLO22/CDO4A ✓

OCG SUPPLIER NUMBER

199928-002 ✓

☒ CONTRACT

☐ GRANT

☐ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PO CLASS

AIT CODE

PROCUREMENT PROCESS CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

INTERIOR HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

104-1815 KIRSCHNER ROAD

CITY/TOWN

KELOWNA

POSTAL CODE

V1Y 4N7

TOTAL AMOUNT
APPROVED

\$ 127,320.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$ 10,610.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING SUPPORT		18XAG	15058	8007	1800000	127320.00
RECEIVED						
OCT 19 2011						
ACCOUNTS PAYABLE PROVINCIAL PROGRAMS						

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

PRINT NAME

Gail North

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

SIGNATURE

DATE

OCT 18 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

Payment goes to 104-1815 Kirschner Rd, Kelowna
March Apr - Sep-11: 6 x 10,610 = 63,660 (Ln 7) (Site 02)
Nursing Oct-11 Mar-12: 6 x 10,610 = 63,660 (Ln 7)

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 1,620 hours of community based nursing support services to children and youth with special health care needs in the Interior Health Central and South Okanagan service delivery areas. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, skills, knowledge and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act ,
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the South Okanagan region with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and coordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Complete At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
 - (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;

- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;
- (e) BC Handbook for Action on Child Abuse and Neglect
- (f) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$127,320.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$10,610.00 per month in on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) Not Applicable
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 1440 – 14th Avenue, Vernon, BC V1B 2T1
Fax Number: (250) 549-5713

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Senior Director, CYSN, Provincial Operations, MCFD
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:
- (a) Community Area Director, IHA CENTRAL

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;

- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, NSS Services, MCFD	Community Area Director, IHA CENTRAL
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Contracted Services
Stage Three:	ADM or designate, MCFD	Vice President, Community Integration, IHA

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 18 day of Oct, 2011.



Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 27 day of Sept, 2011.



Print Name: Joan Campbell
Print Title: Community Area Director,
IHA CENTRAL

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # DL0221CD04A

Contractor Name/Address: Interior Health Authority, 1440-14th Avenue, Vernon BC V1B 2T1
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. DL0221CD04A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

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 Ministry of Children and Family Development (the "Province") and Interior Health Authority (the "Contractor") respecting DL0221CD04A (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295394

CONTRACT NUMBER

DL03006D10A

OCG SUPPLIER NUMBER

199928-002

☒ CONTRACT ☐ GRANT

☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

INTERIOR HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

1440-14th AVE

CITY/TOWN

VERNON

POSTAL CODE

V1B 2T1

TOTAL AMOUNT

APPROVED

\$ 50,412.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$ 4,201.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Nursing Support		18XAG	15058	8007	1800000	50412.00
REMIT MESSAGE (MAX. 30 CHARACTERS)						

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

[Signature]

DATE

OCT 20 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

Payments to:

104-1815 KIRSCHNER RD.
KELOWNA V1Y 4N7

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 642 hours of community based nursing support services to children and youth with special health care needs in the North Okanagan service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, skills, knowledge and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Interior Health Authority region with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and child care settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Complete At Home Program assessments as requested.

3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
- (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.
- (c) BC Handbook for Action on Child Abuse and Neglect;
- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$50,412.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$4,201.00 per month on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period .

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) Not Applicable
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 1440 – 14th Avenue, Vernon, BC V1B 2T1
Fax Number: (250) 549-5713

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Community Area Director, IHA CENTRAL

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component

Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;

- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, NSS Services, MCFD	Community Area Director, IHA CENTRAL
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Contracted Services, IHA
Stage Three:	Deputy Minister or designate, MCFD	Vice President, Community Integration, IHA

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 20 day of Oct, 2011.



Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN Provincial Operations MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 13 day of October, 2011.



Print Name: Joan Campbell
Print Title: Community Area Director IH, Central

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Contractor Name/Address: Interior Health Authority, 1440-14th Avenue, Vernon BC V1B 2T1 Schedule # DL03006D10A
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.
 Comments regarding variances: _____

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. DL03006D10A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # DL03006D10A

Contractor Name/Address: Interior Health Authority, 1440-14th Avenue, Vernon BC V1B 2T1
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. DL03006D10A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

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 Ministry of Children and Family Development (the "Province") and Interior Health Authority (the "Contractor") respecting DL03006D10A ("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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



BRITISH
COLUMBIA

CLIENT SERVICES AGREEMENT
(Fixed Term)

Ministry Contract No. AL0081CA00

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Interior Health Authority

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

- (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

- 14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:
- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
 - (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
 - (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.
- 14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

- 15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.
- 15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

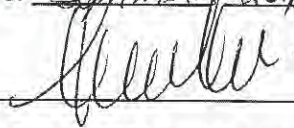
The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 18 day of Oct
2011.


Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 26th
day of September 2011.



Print Name: Andrew Neuner
Print Title: Vice President, Community
Integration



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

295400

CONTRACT NUMBER

AL008/CA02A

OCG SUPPLIER NUMBER

199928-002

☒ CONTRACT

☐ GRANT

☐ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

INTERIOR HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

194-1815 KIRSCHNER ROAD

CITY/TOWN

KELOWNA

POSTAL CODE

V1Y 4N7

TOTAL AMOUNT

APPROVED

\$ 19,140.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$

1,595.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING Support		18XAG	15058	8007	1800000	1191140.00
RECEIVED						
	OCT 19 2011					
* ACCOUNTS PAYABLE PROVINCIAL PROGRAMS						

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

[Signature]

DATE

OCT 18 2011

ACCOUNTS
USE ONLY

[Signature]

COMMENTS

payment goes to 104-1815 Kirschner Rd, Kelowna BC (Site road)
March Apr-Sep 11: 6 x 1,595 = 9,570 (Ln 10)
Recurring Oct 11-Mar 12: 6 x 1,595 = 9,570 (Ln 10)

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2012/04/01 – 2013/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2012 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2012 and ends on March 31, 2013 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Provide approximately 244 hr of community based nursing support services to children and youth with special health care needs in the Kootenay Boundary service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

Formatted: Bullets and Numbering

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act.
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Interior Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide Administrative staff to provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
 - Initial nursing assessment of children and youth referred to nursing support services.
 - Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
 - Ongoing assessment, evaluation and revision of delegated care plans.
 - Delegation of tasks to unregulated care providers in school, preschool and child care settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
 - Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
 - Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
 - Complete At Home Program assessments as required..
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
 - (b) Child, Family and Community Service Act Duty to Report Abuse or Suspected Abuse
 - (c) BC Handbook for Action on Child Abuse and Neglect
 - (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners.
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:

- (a) complying with the Province's established complaint process; and
- (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$19,140.00 taken together for providing the Component Services during the Funding Period.

Payments

4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:

- (a) the amount of \$1,595.00 on or about the 15th day of each month commencing on the 15th day of April 2012 and continuing until the end of the Funding Period.

Unearned Revenue

4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
- (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2012. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

(a) Not applicable

- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) Not Applicable.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 1440 – 14th Ave, Vernon BC V1B 2T1
Fax Number: (250) 549-5713

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Executive Director, Specialized Provincial Services, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) CIHS Administrator, Kootenay Boundary - IHA

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

- 9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Manager, NSS, MCFD	CIHS Administrator Kootenay Boundary, IHA
Stage Two:	Executive Director, Specialized Provincial Services, MCFD	Director, Contracted Services, IHA
Stage Three:	ADM or Designate, MCFD	Vice President, Community Integration, IHA

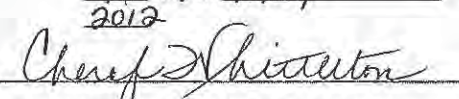
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 25 day of
May, 2012



Print Name: Arif Lalani
Print Title: Executive Director,
Specialized Provincial
Services, MCFD

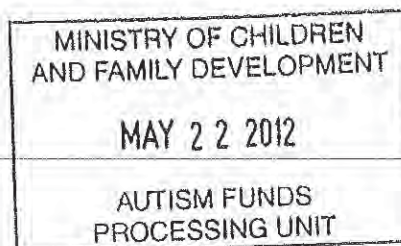
SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
16 day of May,
2012



Print Name: Cheryl Whittleton
Print Title: Acting CIHS Administrator -
Kootenay Boundary

L. Dobell

Manager, NSS & Medical Benefits.



ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule #. AL0081CA01

Contractor Name/Address: Interior Health Authority, 1440-14th Avenue, Vernon BC V1B 2T1
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. AL0081CA01

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

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 **Ministry of Children and Family Development** (the "Province") and **Interior Health Authority** (the "Contractor") respecting **AL0081CA01** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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.

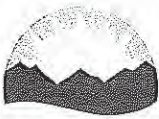
Interpretation

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 30, 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.

RECEIVED

JUN 19 2012

ACCOUNTS PAYABLE
PROVINCIAL PROGRAMS



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

307901

CONTRACT NUMBER

AL0081CA02A

OCG SUPPLIER NUMBER

199928-002

☒ CONTRACT ☐ GRANT

☐ B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY USE REGISTERED NAME)

INTERIOR HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

1440-14th AVENUE

VERNON

V1B 2T1

TOTAL AMOUNT
APPROVED

\$ 96,708.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$

8,059.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING Support		18XAG	15058	8007	1800000	1967018.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

Gail North

SIGNATURE

Gail North

DATE

DEC 01 2011

ACCOUNTS
USE ONLY

COMMENTS

PAYMENTS TO: 104-1815 KIRSCHNER RD.
KELOWNA, BC V1X 4N7

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS*Desired Outcomes*

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 1,230 hours of community based nursing support services to children and youth with special health care needs in the Interior Health Authority East Kootenay service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the East Kootenay service delivery area with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric special health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for direct or delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of the care plan.
- Delegation of tasks to unregulated care providers in school, preschool and child care settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Complete up to 4 At Home Program assessments per month.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);
 - (b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection;
 - (c) BC Handbook for Action on Child Abuse and Neglect;
 - (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:

- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$96,708.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$8,059.00 per month on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
 - (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
 - (a) Not Applicable.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

(a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Govt, Victoria BC V8W 9S5
Fax Number: (250) 387-2159

Address and fax number for notices to the Contractor:

Address: 1440-14th Ave, Vernon BC V1B 2T1
Fax Number: (250) 549-5713

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

(a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

(a) Community Area Director, IHA East

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component

Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;

- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services, MCFD	Community Area Director, IHA EAST
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Contracted Services
Stage Three:	ADM or designate, MCFD	Vice President, Community Integration, IHA

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 18th day of Dec, 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the _____ day of _____,



Print Name: Linda Basran
Print Title: Community Area Director
IHA East

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Contractor Name/Address: Interior Health Authority, 1440-14th Avenue, Vernon BC V1B 2T1 Schedule #. AL0081CA02A
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.
 Comments regarding variances:

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

Signature _____ Date _____
 Print Name _____ Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. AL0081CA02A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
- (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

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 Ministry of Children and Family Development (the "Province") and Interior Health Authority (the "Contractor") respecting AL0081CA02A (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



BRITISH
COLUMBIA

Ministry Contract No. EL0012CE00

**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "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 Children and Family Development**

(the "**Province**")

AND:

Interior Health Authority

(the "**Contractor**")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
 - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.
- If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.
- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and
 - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
 - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

In that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Nursing Support Services Manager and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 4th day of NOV
2011.


Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 26th
day of September, 2011.



Print Name: Andrew Neuner
Print Title: Vice President, Community
Integration

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

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15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out



The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295398

CONTRACT NUMBER

EL0012603A

OCG SUPPLIER NUMBER

199928-002

☒ CONTRACT

☐ GRANT

B ☐ INITIAL

☒ RENEWAL

☐ MODIFICATION

☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

INTERIOR HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

104-1815 KIRSCHNER ROAD

CITY/TOWN

KELCOWNA

POSTAL CODE

V1Y4N7

TOTAL AMOUNT

APPROVED

\$58,704.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY



\$

4,892.00

MONTHLY

AND/OR

\$



☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE



EFFECTIVE DATE



PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Nursing Support		18XAG	15058	8007	1800000	58704.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

DATE

NOV 04 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 747 hours of community based nursing support services to children and youth with special health care needs in the Thompson Cariboo service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Interior Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of the delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and child care settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

(a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>);

(b) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;
- (e) BC Handbook for Action on Child Abuse and Neglect
- (f) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$58,704.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$4,892.00 per month on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) N/A
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor

will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

- (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 1440- 14TH Avenue, Vernon BC V1B 2T1
Fax Number: (250) 549-5713

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Services, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Community Area Director – IH West

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;

- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Manager, NSS , MCFD	Community Area Director IH - West
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Contracted Services
Stage Three:	Deputy Minister or designate, MCFD	Vice President, Community Integration - IHA

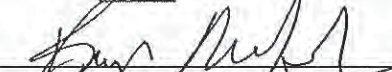
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 4th day of Nov, 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 27 day of October, 2011.



Print Name: Bryan Redford
Print Title: Community Area Director, IH
West

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule #EL0012CE03A

Contractor Name/Address: Interior Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. EL0012CE03A

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

1.01 Not Applicable

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) The parties agree that for so long as the Contractor is the Interior Health Authority, the Contractor's coverage with the Health Care Protection Program is sufficient to satisfy the liability insurance requirements under this agreement and no further evidence will be required during the Term of this agreement.

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 Ministry of Children and Family Development (the "Province") and Interior Health Authority (the "Contractor") respecting EL0012CE03A ("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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



BRITISH
COLUMBIA

Ministry Contract No. XPK2001874

**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Children's & Women's Health Centre of BC

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
- (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
- (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,
- whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:

- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
- (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.

4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.

4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.

5.02 The parties must comply with the payment provisions set out in all Component Schedules.

5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.
- 7.07 The Contractor will ensure that all recorded personal information about an identifiable individual it collects, or otherwise receives, or has under its control, pursuant to the Agreement is stored and accessible, both electronically and physically, only in Canada.
- 7.08 The Contractor will ensure the recorded personal information it collects or otherwise receives about an identifiable individual, pursuant to the Agreement, is disclosed only in Canada and only in accordance with the Agreement, the *Freedom of Information and Protection of Privacy Act*, the *Child, Family and Community Service Act*, the *Community Living Act*, or other applicable legislation, as the case may be.
- 7.09 The Contractor will, forthwith, report to the Province any known or suspected demand for the disclosure of recorded personal information, about an identifiable individual, made by a foreign court, an agency of a foreign state, or other foreign authority, including an order made under the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act)*.

- 7.10 If a report is made pursuant to section 7.09 above, the Contractor will provide the Province with information about the nature of the foreign demand, who made the demand, when it was made and what information was sought.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and

- (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.
- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
 - a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.
- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

- 12.01 This Agreement will end upon any of the following events:
- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or

- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.
- 12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.
- 12.03 A Component Schedule will end upon any of the following events:
- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or
 - (c) this Agreement has ended under section 12.01.
- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
 - (i) the Province's Documents, and

- (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
- (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party

and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

- 15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.
- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.

15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by the Director, Nursing Support Services and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

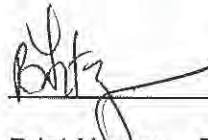
SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 18 day of Oct,
2011



Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
28th day of September, 2011.



Print Name: Barbara Fitzsimmons
Print Title: VP, Patient Care Services



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

295390

CONTRACT NUMBER

XPK2001874

OCG SUPPLIER NUMBER

091958-001

☒ CONTRACT ☐ GRANT

☒ B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

CHILDREN'S & WOMEN'S HEALTH CENTRE OF B.C.

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

% PH5

855 W. 12th Ave

VANCOUVER

V5Z1M9

TOTAL AMOUNT
APPROVED

\$54,386.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY ☒ \$/INVOICE

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Nursing Support		10XAG	15058	8007	1800000	54386.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

SIGNATURE

DATE

Gail North

[Signature]

OCT 18 2011

ACCOUNTS
USE ONLY

COMMENTS

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 - 2012/03/31)**

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
- (a) Information, consultation, training, and support to families, caregivers and Nursing Support Services Coordinators across the province.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- a) Deliver the following courses:
- i) Care of children with Ventilators;
 - ii) Care of children with Tracheotomy;
 - iii) Care of children with Total Parental Nutrition;
 - iv) Care of children with Peritoneal Dialysis;
 - v) Additional training as requested.

- b) Deliver the courses 'Care of children with a ventilator' and 'Care of children with a Tracheotomy' in two modes:
 - i) General course – delivered to meet the learning needs of paid caregivers who are preparing to care for various children with ventilator and/or tracheotomy care; and
 - ii) Child-specific training courses to meet the learning needs of paid caregivers assigned to care for one specific child with ventilator and/or tracheotomy care.
 - c) Deliver "Review and Update" sessions when requested by the Nursing Support Services (NSS) Coordinators. Feedback will be provided to the participants. The participant's Agency Supervisor and NSS Coordinator will be notified of any concerns identified during the review and update sessions.
 - d) Provide course instructors who:
 - i) Demonstrate specialized knowledge and skills pertaining to the course being delivered;
 - ii) Have demonstrated ability in using a variety of teaching tools/methods effective in enhancing student learning and integration of theory with practice; and
 - iii) Have effective communication, collaboration and consultation skills.
 - e) The contractor shall be responsible for all activities related to the registration and organization of courses with the following exceptions:
 - i) When courses are offered outside the Lower Mainland, the NSS Coordinator shall book the appropriate venue for the course; and
 - ii) The employer of the respite nurse shall be responsible for compiling names and qualifications for the course registration.
 - f) The contractor may, from time to time, assist NSS staff with specific client care concerns upon the request of the NSS Provincial Manager.
 - g) The contractor shall provide support for the training, and education of NSS coordinators and associated caregivers upon the request of the NSS Provincial Manager.
 - h) The contractor shall, upon the request of the NSS Provincial Manager, provide staff to assist with the training and preceptorship of direct and delegated staff in the community.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) **College of Registered Nurses of BC, Professional, Practice and Scope of Practice Standards;**
 - (b) **College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers; and**
 - (c) **College of Licensed Practical Nurses of BC, Practice and Scope of Practice Standards and Practice Guidelines.**
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) Nursing Support Services, Standards and Guidelines.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) informing the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$54,386.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) upon submission of a monthly statement of account based on actual services delivered to a maximum of the pre-approved number of hours for each training session. Remuneration of employees will be based on the following rates of pay:
 - (i) Registered Nurses - hourly wage (\$42.93) + 20% benefits (\$8.59) + 7% supervision and administration (\$3.61) for a total of \$55.13/hour, the amount so certified and accepted by the Province.
 - (b) The following expenses will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Minister, necessary by the Contractor in fulfillment of their obligations under this agreement (less 68.42% GST which is reimbursed directly to Contractor through the federal government):
 - (i) travel expenses, to the extent the same are payable in accordance with policies of the Province related thereto as set out in the Ministry of Children and Family Development Financial Administration Policy Manual (see attached payment guidelines for a Group I rate - effective April 1, 2011), when away from Vancouver, North Shore, Burnaby and Richmond British Columbia;
 - (ii) accommodation and meal expenses, payable under the same policies are mentioned in (i);
 - (iii) expenses relating to the training conferences such as but not limited to: course material, supplies, conference fees, catering and rental of visual aid equipment;
 - (iv) extraordinary costs of teaching aids will be reimbursed if the NSS Provincial Director deems that these are necessary to deliver the training courses.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or

- (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.

4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) **NOT APPLICABLE**

PART V: STATEMENTS AND REPORTS

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
- (c) (a) and (b) do not apply in this contract.
- (d) The contractor shall provide a report to the NSS Provincial Director summarizing the services provided between April 1st and March 31st every year outlining the following course information:
 - Date, instructor and type of courses provided;
 - Location of course;
 - Number of participants and their professional/non-professional status;
 - List of practitioners requiring additional training and mentoring of skills;
 - A summary of participant evaluations of the training course.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 15, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days

of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or unrelated services.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) **NOT APPLICABLE**
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- (b) **NOT APPLICABLE**
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:

(a) **NOT APPLICABLE**

- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:

(a) **NOT APPLICABLE**

- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:

(a) **NOT APPLICABLE**

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Facility Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:

(a) **NOT APPLICABLE**

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- (a) no subcontractors will be used unless authorized by the NSS Provincial Director

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9736 Stn Prov Govt, Victoria, BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 4500 Oak Street, Vancouver, BC V6H 3N1
Fax Number: (604) 875-3531

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Executive Director, Integrated Policy and Legislation, Children and Youth with Special Needs, MCFD
 - (b) Director, Integrated Legislation and Policy, Children and Youth with Special Needs Branch Policy, MCFD
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) **NOT APPLICABLE**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:

- (a) be well cared for, with adequate food, shelter, clothing and health care;
- (b) be involved in decisions that affect them;
- (c) know about plans for their care;
- (d) have their own belongings and privacy;
- (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
- (f) not be punished physically or in any other abusive way;
- (g) have their language and culture respected;
- (h) take part in social and recreational activities;
- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Clinical Nurse Consultant	Director, Patient Care Services Critical Care & Surgery
Stage Two:	Executive Director Integrated Policy and Legislation, Children and Youth with Special Needs, MCFD	Vice President, Patient Care Services
Stage Three:	Assistant Deputy Minister, Intergrated Policy and Legislation Team.	Michael Marchbank, Executive Vice President, Quality Management, Performance Improvement & Innovation

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 18 day of
Oct, 2011.

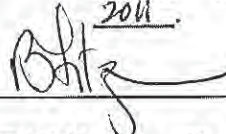


Gail North

Print Name: Arif Lalani

Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
28th day of September,
2011.



Print Name: Barbara Fitsimmons

Print Title: VP, Patient Care Services

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XPK2001874

Contractor Name/Address: Children's & Women's Health Centre of BC 4500 Oak Street,
Vancouver, BC V6H 3N1

Name of Program(s)/Service(s): Nursing Support Services

Reporting Period (from/to):

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XPK2001874

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) N/A

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 Ministry of Children and Family Development (the "Province") and Children's & Women's Health Centre of BC (the "Contractor") respecting XPK2001874 (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.



THIS AGREEMENT (the "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 Children and Family
Development

(the "Province")

AND:

Vancouver Coastal Health Authority

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
 - (i) certain Component Services to be provided by the Contractor during the Term;
 - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
 - (iii) certain other things contemplated by this Agreement;including any modifications to it made by the parties in accordance with section 15.02;
- (d) "**Component Services**" means those services set out in a particular Component Schedule;

- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number;
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
 - (iii) the individual's age, sex, sexual orientation, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health care history, including a physical or mental disability;
 - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
 - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
 - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
 - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2011 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

4.0 STANDARDS

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.

4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:

- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
- (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.

4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.

4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.

4.05 The Program Standards are part of this Agreement even though not attached to it.

5.0 PAYMENT

5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.

5.02 The parties must comply with the payment provisions set out in all Component Schedules.

5.03 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, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

6.0 COMPONENT SCHEDULES

6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

7.0 REPORTS AND RECORDS

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

8.0 OWNERSHIP

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
 - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
 - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
 - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
 - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
 - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
 - b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure

that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

12.0 ENDING OF AGREEMENT

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 90 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.

12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.

12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.

12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.

12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.

12.09 On the ending of this Agreement the Contractor must,

(a) at the request of the Province forthwith deliver to the Province:

(i) the Province's Documents, and

(ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and

(b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

13.0 CONFLICT RESOLUTION

13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.

13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

14.0 NOTICES

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

15.0 MISCELLANEOUS

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Clinical Nursing Consultant, Nursing Support Services, MCFD and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

16.0 INTERPRETATION

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.

16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 1st day of Dec
, 2011.

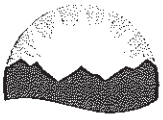
 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of Nov 15, 2011.



Print Name: Laurie Leith
Print Title: Director
Community & Family Health
Vancouver Coastal Health
Authority



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk, (250)356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V8W 9S5.

INSTRUCTIONS:

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least **three weeks** prior to payment being due.

CONTROL NUMBER

307884

CONTRACT NUMBER

JL4144CJ02

OCG SUPPLIER NUMBER

200433-016

☒ CONTRACT ☐ GRANT ☐ B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

VANCOUVER COASTAL HEALTH

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

132 W-ESCANADE, 5th FL.

N. VANCOUVER

V7M 1A2

TOTAL AMOUNT

APPROVED

\$ 189,468.00

PERIOD FROM

2011 04 01

TO

2012 03 31

PAY

\$ 15,789.00

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
Nursing Support		18XAG	15058	8007	1800000	1891468.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

PRINT NAME

Gail North

SIGNATURE

[Signature]

DATE

DEC 01 2011

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

ACCOUNTS
USE ONLY

COMMENTS

PAYMENTS TO: 990-22nd STREET, W. VANCOUVER

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 – 2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2009 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
 - (a) Provide approximately 2790 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Coastal Health Authority North Vancouver service delivery area. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have the following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Coastal Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric special health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (<http://www.pssg.gov.bc.ca/criminal-records-review/index.htm>)
- (b) BC Handbook for Action on Child Abuse and Neglect;
- (c) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
- (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
- (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
- (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents;
- (e) Child, Family and Community Act, Part 3, Section 14 Duty to Report Need for Protection.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$189,468.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$15,789.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
 - (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
 - (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 9763 Stn Prov Gov, Victoria BC V8W 9S5
Fax Number: (250) 356-2159

Address and fax number for notices to the Contractor:

Address: 132 W. Esplanade, North Vancouver, BC V7M 1A2
Fax Number: (604) 983-6839

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Not Applicable

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;
 - (i) know about and be helped in contacting the Child, Youth and Family Advocate;
 - (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
 - (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, Nursing Support Services , MCFD	Manager, Community & Family Health, Vancouver Coastal Health Authority
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Community & Family Health, Vancouver Coastal Health Authority
Stage Three:	ADM or designate, MCFD	Chief Operating Officer Vancouver Coastal Health Authority/Coastal

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 1st day of Dec, 2011.

 Gail North

Print Name: Arif Lalani
Print Title: Senior Director, CYSN
Provincial Operations
MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 15 day of November, 2011.



Print Name: Laurie Leith
Print Title: Director, Community &
Family Health
Vancouver Coastal Health
Authority

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # JL4144CJ02

Contractor Name/Address: Vancouver Coastal Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. JL4144CJ02

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP).
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. N/A
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)



BRITISH
COLUMBIA

Ministry of Children
and Family Development

AUTHORIZATION TO PAY CONTRACTS AND GRANTS

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INSTRUCTIONS:

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (**not** photocopies) at least **three weeks** prior to payment being due.

ACCOUNTS NOT SUPPORTED BY INVOICE

CONTROL NUMBER

307894

CONTRACT NUMBER

JL4144CJ04

OCG SUPPLIER NUMBER

200433-005

☒ CONTRACT ☐ GRANT

☐ B ☐ INITIAL ☒ RENEWAL ☐ MODIFICATION ☐ CLOSE PRIOR COMMITMENT

PROCUREMENT PROCESS CODE

PO CLASS

AIT CODE

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

VANCOUVER COASTAL HEALTH AUTHORITY

ADDRESS OF PAYEE

STREET ADDRESS

CITY/TOWN

POSTAL CODE

202- 4380 LORIMER ROAD

WHISTLER

VON 1B4

TOTAL AMOUNT

APPROVED

\$ 35,436.00

PERIOD FROM

2011-04-01

TO

2012-03-31

PAY

\$

MONTHLY

AND/OR

\$

☐ ONE-TIME ONLY
(PROVIDE DETAILS BELOW)

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

PROGRAM	DUE DATE ACCOUNTS USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT
NURSING SUPPORT 2011-2012		18XAG	15058	8007	1800000	35,436.00

REMIT MESSAGE (MAX. 30 CHARACTERS)

EXPENSE AUTHORITY

CERTIFIED CORRECT PURSUANT TO SECTIONS 32 TO 33.2 OF THE FINANCIAL ADMINISTRATION ACT AND RELATED POLICIES.

ALL PARTICULARS, CODING,
EXTENSIONS AND TOTALS HAVE
BEEN CHECKED

PRINT NAME

SIGNATURE

DATE

Gail North

Gail North

MAR 22 2012

ACCOUNTS
USE ONLY

COMMENTS

PAYMENTS go TO 5000 Joyce Ave., POWELL RIVER
V8A 5R3

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2011/04/01 –2012/03/31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April 2011 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2011 and ends on March 31, 2012. The end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) Services for children and youth with complex health care needs will be co-ordinated and comprehensive.
 - (b) Children and youth with complex health care needs will be safe and actively participate in their home, school and community.
 - (c) Children and youth with complex health care needs will maintain maximum well-being, grow, and develop to their full potential.
 - (d) Health care needs of children and youth with complex health care needs are safely met in a variety of community settings.
 - (e) Children and youth with complex health care needs will be effective learners
 - (f) Children and youth with complex health care needs will be included and supported in school, pre-school and supported childcare settings.

- (g) Care provided to children and youth with complex health care needs will meet the unique needs of each child and youth.
- (h) Care provided to children and youth with complex health care needs will promote the child/youth's development and self-care.
- (i) Health professionals will work in partnership with parents of children and youth with complex health care needs to ensure safe care.
- (j) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to advocate for their children and to develop effective partnerships within their communities.
- (k) Families of children/youth with children and youth with complex health care needs will have the knowledge and skill to provide a safe environment.
- (l) Community members will have the knowledge and skill to support growth, development and school readiness of children/youth with complex health care needs.
- (m) Community members will have positive and appropriate expectations of children/youth with complex health care needs.
- (n) Community members will have the knowledge and skill to provide culturally relevant services to children and youth with complex health care needs.
- (o) Collaborative partnerships between agency nursing services, nursing support services, families, MCFD, schools, community agencies and other health care professionals will be maximized to facilitate the safe care for children and youth with complex health care needs.
- (p) Children and youth with complex health care needs will receive safe care by appropriately designated caregiver, in accordance with MCFD Nursing Support Services Guidelines.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Provide 451 hours of community based nursing support services to children and youth with special health care needs in the Vancouver Coastal Health Authority Coast Garibaldi and Bella Coola service delivery areas. Services may take place in the client's home, childcare setting and/or school, in order to facilitate an inclusive, integrated, coordinated service.
 - (b) Provide nurses delivering the service who must have following qualifications, knowledge, skills and experience:

- a Baccalaureate Degree in Nursing
 - within the last 5 years, have at least 3 years of clinical/community experience and knowledge related to children and youth with special health care needs/chronic illness or an equivalent combination of education, training and experience.
 - a current criminal record check clearance.
 - a current College of Registered Nurses of British Columbia (CRNBC) membership and licensed to practise nursing in B.C. under the Health Professions Act .
 - demonstrated knowledge of childhood/adolescent growth and development and family centred practice.
 - knowledge of principles of adult learning and teaching.
 - knowledge of the process of delegation, as outlined by the CRNBC.
 - knowledge of community resources applicable to children and youth with special needs.
 - demonstrated continuous learning regarding evidence-based knowledge and skills for nursing practice to indicate that they are taking steps to remain current in nursing best practices.
 - the ability to use standard computer applications such as word processing, Internet and e-mail.
- (c) Provide a locally designated manager employed by the Vancouver Coastal Health Authority with responsibility to:
- recruit, select, lead, coach, mentor and evaluate NSS Coordinator staff fairly and consistently.
 - consult and collaborate with the NSS Coordinator staff.
 - manage and administer regionally allocated funds.
 - plan, monitor and evaluate regional NSS services in collaboration with community partners.
 - collaborate with community partners to provide feedback to make adjustments to the supports in place.
- (d) Provide the regional NSS Program with administrative support services such as word processing, data entry, maintaining records, faxing, etc.
- (e) Provide nursing services, which includes but is not limited to:

- Information and consultation on pediatric complex health care issues.
- Initial nursing assessment of children and youth referred to nursing support services.
- Development of a comprehensive nursing care plan for all children and youth eligible for delegated nursing care in collaboration with the family, physician and involved professionals.
- Ongoing assessment, evaluation and revision of delegated care plans.
- Delegation of tasks to unregulated care providers in school, preschool and childcare settings, in accordance with CRNBC Practice Standards and NSS Guidelines. Tasks typically delegated include, but are not limited to: clean intermittent catheterization, steady rate oxygen administration, blood glucose monitoring, tube meals, oral suctioning, seizure management, medication administration.
- Initiation and co-ordination NSS direct care and collaboration with Agency Nursing Supervisors, children/youth, families and other professionals regarding children receiving NSS direct care, as per the provincial Nursing Support Services Guidelines.
- Provision of completed nursing assessments to NSS Provincial Office and MCFD social workers and Agency Nursing Managers directly involved with a child/youth.
- Completing At Home Program assessments as required.

- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

Policies and Standards

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:

- (a) Criminal Records Review (www.pssg.gov.bc.ca/criminal-records-review/index.htm)
- (b) Child, Family and Community Service Act Duty to Report Abuse or Suspected Abuse
- (c) BC Handbook for Action on Child Abuse and Neglect;
- (d) Responding to Child Welfare Concerns, Your Role in Knowing When and What to Report.

- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) MCFD Nursing Support Services Provincial Standards and Guidelines;
 - (b) College of Registered Nurses of British Columbia Professional, Practice and Scope of Practice Standards for Registered Nurses and Nurse Practitioners;
 - (c) College of Registered Nurses of BC, Assigning and Delegating to Unregulated Care Providers;
 - (d) MCFD Child and Family Services Standard 25; Notification of death, critical injuries and serious incidents.

Operational Principles

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
 - (b) development of client care plans will, as appropriate to the circumstances of the client, involve the client, whether individual or family and other persons or authorities involved in the client's care.

Advocacy

- 3.7 The parties recognize that advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no party will take retributive action towards the other party or a client as a result of that party supporting the client's or the client's representative's expression of the client's views.

Cultural Competency

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of the Component Services.

Religious Belief or Religious Affiliation

- 3.9 The Contractor will ensure that clients will be entitled to independence from the Contractor's religious beliefs or religious affiliations.

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:
- (a) complying with the Province's established complaint process; and
 - (b) immediately inform the Province when a client complainant requests a formal complaint review under the complaint review process of the Ministry of Children and Family Development.

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$35,436.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$2,953.00 on or about the 15th day of each month commencing on the 15th day of April, 2011 and continuing until the end of the Funding Period.

Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
 - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under this Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:
- (a) Not Applicable.

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit Quarterly to the Province and Nursing Support Services Central Office, reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) Names and birthdates of clients receiving direct care and the setting in which the care is provided (home, school, childcare, foster /associate family setting).
 - (b) Names and birthdates of clients receiving delegated nursing care in school, childcare, foster/associate family settings and the tasks/procedures that are being delegated.
 - (c) Number of direct contacts including visits for school delegations, school monitoring, home or hospital visits, phone contacts.
 - (d) Number of screening, At Home Program and Nursing Support Services assessments.
 - (e) Number of Nursing Support Services program admissions and discharges.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2011. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

- 6.1 "Client Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province.

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:

- (a) Not applicable
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents 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 permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) As per MCFD records management guidelines (attached)
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

- 6.11 The Contractor will provide and maintain adequate and reasonable information systems to enable the Contractor to provide the Component Services.
- 6.12 The Contractor will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to client information, preventing any unauthorized access to or use, or disclosure of personal information.
- 6.13 The Contractor will manage electronic information defined as the Province's Documents in accordance with the *Document Disposal Act* and the *Freedom of Information and Protection of Privacy Act*.

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
 - (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
 - (a) Not Applicable

Building Code

- 7.3 The Contractor must ensure that all housing and facilities conform to the applicable standards and regulations of authorities having jurisdiction including any requirements for licensing of community care facilities in accordance with the *Community Care Assisted Living Act*.

Business Registration

- 7.4 Upon the Province's request, provide written proof of registration to conduct business in British Columbia, such as a business license or certificate of good standing from the Corporate Registry of British Columbia.

Permits and Licenses

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
 - (a) Not Applicable

Insurance

- 7.6 The insurance requirements contemplated in section 10.01 of the Agreement are set out in Attachment 2 to this Component Schedule.

Workers' Compensation Board (WCB)

- 7.7 Where deemed to be an employer under the *Workers' Compensation Act*, the Contractor will register and comply with applicable WCB regulations and orders and upon the Province's request, the Contractor will provide the Province with written proof of compliance with this section.

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:

- (a) Not Applicable

Contact Information

- 7.9 For the purpose of section 14.01 of the Agreement, the addresses and fax numbers of the parties are as follows:

Address and fax number for notices to the Province:

Address: PO Box 976 Stn Prov Gov, Victoria BC V8W 9S5

Fax Number: (250)356-2159

Address and fax number for notices to the Contractor:

Address: 202 – 4380 Lorimer Road, Whistler, BC V0N 1B4

Fax Number: (604) 932-6953

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:

- (a) Senior Director, CYSN, Provincial Operations, MCFD

- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:

- (a) Manager of Continuing Health Services, Vancouver Coastal Health Authority
- (b) Senior Nurse, Home Care, Continuing Health Services, Vancouver Coastal Health Authority

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 90 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Not Applicable
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
 - (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

- 8.4 If the Contractor is providing Component Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Component Services.

Rights of Children in Care

- 8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be well cared for, with adequate food, shelter, clothing and health care;
 - (b) be involved in decisions that affect them;
 - (c) know about plans for their care;
 - (d) have their own belongings and privacy;
 - (e) know that their caregivers expect them to behave, and what the consequences of not behaving are;
 - (f) not be punished physically or in any other abusive way;
 - (g) have their language and culture respected;
 - (h) take part in social and recreational activities;

- (i) know about and be helped in contacting the Child, Youth and Family Advocate;
- (j) speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate; and
- (k) know their rights and how to enforce them.

PART IX: CONFLICT RESOLUTION OFFICIALS

9.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director, NSS Services, MCFD	Manager, Community & Family Health, Vancouver Coastal Health Authority
Stage Two:	Senior Director, CYSN, Provincial Operations, MCFD	Director, Community & Family Health, Vancouver Coastal Health Authority
Stage Three:	ADM or designate, MCFD	Chief Operating Officer, Vancouver Coastal Health Services, Vancouver Coastal Health Authority

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 22 day of March, 2012

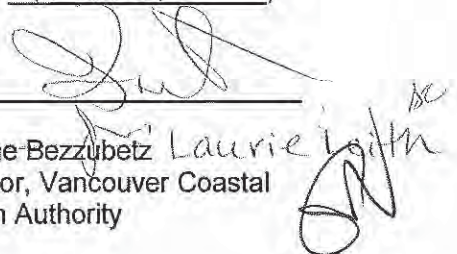
 *Call North*

Print Name: Arif Lalani
Print Title: Senior Director, CYSN Provincial Operations MCFD

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 19 day of March, 2012

 *KAREN OLSON*

Print Name: Joanne Bezzubetz
Print Title: Director, Vancouver Coastal Health Authority

 *Laurie Lait*

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # JL4144CJ04

Contractor Name/Address: Vancouver Coastal Health Authority
 Name of Program(s)/Service(s): Nursing Support Services
 Reporting Period (from/to): _____

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

* Definitions from the Specified Audit Procedures, Chapter 6, General Management Operating Policy.

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. JL4144CJ04

Insurance

The Contractor will:

- 1.01 For the purpose of section 10.01 of the Client Service Agreement, where the Component Services are provided to the public on behalf of the Province and represent the contractor's substantial operation, be deemed eligible for and may receive coverage under the Government Master Insurance Program (GMIP). 1.01 Not Applicable
- 1.02 When deemed ineligible for GMIP, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province.
- 1.03 Ensure all required insurance is endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
- 1.04 Provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a)

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 **Ministry of Children and Family Development** (the "Province") and **Vancouver Coastal Health Authority** (the "Contractor") respecting **JL4144CJ04** (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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

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

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 disclosurethe 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 30, 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.

NSS Coordinators Contact List - February, 2013						
HEALTH REGION	NSS COORDINATORS					COORDINATORS
	FIRST NAME	LAST NAME	AREA	PHONE	FAX	E-MAIL
MCFD Provincial Office	Leah	Dobell	Manger, NSS/Medical Benefits	250-387-2355/250-216-0408	250 356-2159	leah.dobell@gov.bc.ca
	Connie	Eligh	Clinical Nursing Consultant	250 217-2968	250 356-2159	connie.eligh@gov.bc.ca
	Anne	Fuller	Provincial Consultant, NSS/FASD	250 387-5947	250 356-0399	anne.fuller@gov.bc.ca
Northern	Kari	Anderson	Dawson Creek	250 719-6500	250 719-6513	Kari.Anderson@gov.bc.ca
	Kim	Shannon	Prince George	250 612-4519	250 565-7377	kim.shannon@gov.bc.ca
	Marilyn	Clark	Prince George	250 565-7391	250 565-7377	marilyn.clark@gov.bc.ca
	Nancy	Dhaliwal	North Coast	250 631-4200	250 638-2264	nancy.dhaliwal@gov.bc.ca
	Caire	Quilter	Fort St.John	250-263-6000	250 263-6086	caire.quilter@gov.bc.ca
Interior	Joy	Graham	Cranbrook	250 420-2244	250 420-2295	joy.graham@gov.bc.ca
	vacant		Castlegar			
	Katie	Pill	Vernon	250 549-5708	250 549-5711	TBD
	Laurie	Christensen	Kelowna	250 868-7875	250 868-7760	laurie.christensen@gov.bc.ca
	Marilyn	Buryska	Kelowna	250 868-7821	250 868-7760	marilyn.buryska@gov.bc.ca
	Pam	McCluskey	Penticton	250 770-3420	250 770-3410	pam.mccluskey@gov.bc.ca
	Shelley	Ockenden	Kamloops	250 851-7414	250 851-7301	shelley.ockenden@gov.bc.ca
	Alyshia	Martin	Kamloops	250 851-7406	250 851-7301	alysia.martin@gov.bc.ca
	Sandy	Silkstone	Williams Lk	250 302-5000	250 302-5002	sandy.silkstone@gov.bc.ca
Vancouver Island	Diane	Arsenault	Courtenay	250 331-8522 ext 68147	250 331-8523	diane.arsenault@gov.bc.ca
	Debbie	Reynolds	Courtenay	250 331-8522 ext 68146	250 331-8523	debbie.reynolds@gov.bc.ca
	Heather	Shiells	Campbell River	250 850-2627	250 850-2634	heather.shiells@gov.bc.ca
	Jean	Smith	Campbell River	250 850-2631	250 850-2634	jean.smith@gov.bc.ca
	Sue	Weisenburger	Nanaimo	250 740-6943	250 740 2675	sue.weisenburger@gov.bc.ca
	vacant		Nanaimo			
	Susan	Leduc	Nanaimo	250 740-6917	250 740 2675	susan.leduc@gov.bc.ca
	Margaret	Coxon	Victoria	250 519-5138	250 744-1042	margaret.coxon@gov.bc.ca
	Lorna	Garrison	Victoria	250 519-5135	250 744-1042	lorna.garrison@gov.bc.ca
	Jennifer	Ridley	Victoria	250 519-5131	250 744-1042	jennifer.ridley@gov.bc.ca
Vancouver Coastal	Wendy	Eves	North Shore	604 904-6200 ext 4162	604 913-0084	wendy.eves@gov.bc.ca
	Laura	Hunter	North Shore	604 904-6200 ext 4161	604 913-0084	laura.hunter@gov.bc.ca
	Darnell	Waite	Squamish/Sunshine Coast	604-892-2293	604-892-2327	darnell.waite@gov.bc.ca
	Justine	Bugayong	Vancouver	604.267-2644	604-261-7220	justine.bugavong@gov.bc.ca
	Shayne	Reilly	Vancouver	604 267-2698	604 261-7220	TBD
	Alison	Blair	Vancouver	604 267-2605	604 261-7220	alison.blair@gov.bc.ca
	Patti	Turner	Vancouver	604 267-2601	604 261-7220	patti.turner@gov.bc.ca
	Suzanne	Auffray	Vancouver	604 267-2607	604 261-7220	suzanne.auffray@gov.bc.ca
	Trina	Ng	Richmond	604 244-5584	604 233-3198	trina.ng@gov.bc.ca
	Glenys	Pullman	Richmond	604 244-5586	604 233-3198	glenys.pullman@gov.bc.ca
Fraser	FIRST NAME	LAST NAME	AREA	PHONE	FAX	E-MAIL
	Laura	Eeg	Mission	604 814-5510	604 814-5517	laura.eeg@gov.bc.ca
	Faith	Ivall	Chilliwack	604 702-4917	604 702-4901	faith.ival@gov.bc.ca
	Marylynne	Wiebe	Abbotsford	604 864-3436	604 864-3410	marylynne.wiebe@gov.bc.ca
	Janet	Munro	Abbotsford	604 864-3477	604 864-3410	Janet.Munro@gov.bc.ca
	Cindy	Arbeau	Delta-Surrey	604 507-5424	604 507-4617	TBD
	Gwen	Wagner	South Surrey	604 542-4015	604 542-4009	gwen.wagner@gov.bc.ca
	Ellen	Comba	Surrey-Cloverdale	604 575-5103	604 575-5109	ellen.comba@gov.bc.ca
	Angela	Hall	Surrey-Cloverdale	604 575-5100 ext.765174	604-575-5109	angela.hall@gov.bc.ca
	Carolyn	Feldinger	Langley-Surrey	604 539-2900 ext.743021	604 539-2910	TBD
	Jill	Spavor	Langley-Surrey	604 539-2900 ext.743021	604 539-2910	jill.spavor@gov.bc.ca
	Katherine	Schlacht	Langley-Surrey	604 539-2900 ext.743024	604 539-2910	katherine.schlacht@gov.bc.ca
	Shazia	Mele	Langley-Surrey	604 539-2900 ext.743023	604 539-2910	shazia.mele@gov.bc.ca
	Tina	Pettie	Port Moody	604 949-7200	604 949-7211	tina.pettie@gov.bc.ca
	Nancy	Rasche	Port Moody	604 949-7200	604 949-7211	nancy.rasche@gov.bc.ca
	Cindy	Tyler	Maple Ridge	604 476-7000	604 476-7077	cindy.tyler@gov.bc.ca
	Maureen	Lintott	Maple Ridge	604 476-7000	604 476-7077	maureen.lintott@gov.bc.ca
	Karen	Doolan	Burnaby	604 918-7674	604 918-7660	karen.doolan@gov.bc.ca
	Cheryl	Chila	Burnaby	604 918-7656	604 918-7660	cheryl.chila@gov.bc.ca
	Sue	Wong	Burnaby	604 918-7657	604 918-7660	sue.wong@gov.bc.ca

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Client specific comment Section

Quarter		2	Nursing Support Services Quarterly Report																								
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated								Direct Contacts					Assessment			Other				
Cathy Shether	1	Interior	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
Client Name		Date of Birth	A	F	G																						
s.22		s.22				1			1						2	1	1	1	0	3		1					
					1				1						6	1	1	2	1	2		1					
					1	1				1		1			2	1	1	2	1	2		1					
					1					1					3		1	1		2		1					
					1					1					3		2	3		4		1					
					1					1					3		1	1		2		1					
					1			1					1		2	3	4	4	2	5		1					
					1					1					5	3	1	2	2	5		1					
					1					1					4		3	1	1	1	2		1				
					1					1					3	1	2	2		3		1					
					1					1					5	1	2	1		4		1					
					1					1					4	3	6	1	2	6		1					
					1					1					8	1	3	1		11		1					
					1					1					4		1	2		1		1					
					1					1					5	1	1	3	3	3		1					
					1	1	1						1	1	6		8	5	1	1		1					
					1										8	1	1	1		2		1					
					1					1					3	1	1	1	2	2		1					
					1					1					6		4	5		4		1					
					1					1					4	1	6	1		7		1					
			1									1	1	1	5		2	1		2		1					
				1		1						1	1		8	1	1	1	5	3		1					
						1						1	1		6		1	1		1		1					
						1			1				1		5		3	2	1	9		1					
						1											3	1			1						
																		1	4	2			1				

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Quarter 1st		Nursing Support Services Quarterly Report																									
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated							Direct Contacts					Assessment			Other						
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
Crystal Schellenberg	0.5	Interior Health																									
Client Name	Date of Birth	A	F	G																							Client specific comment Section
						1										1		1	13	9					84		
					1								1			2			6	1							
					1		1								6	1		1	10	3		1			257		
					1		1			1	1	1	1					1	47	16					176		
																			4	7			1		80		
					1			1									1	1	18	4							
																			7								
					1														8	2							
																			6	11							
																			3	5							
						1		1											6	3							
					1				1						1		1		10						3		
					1		1				1	1			2	3			15	3				223	1		
					1				1						1				2								
					1				1				1					1	4	2					6		
																		6	5								
					1				1								1	8	4		1			8	1		
																			1	6			1	198			
																			4	10							
																8		4	1						17		
																			3					113			
Non Child Specific Activity		SUMMARY	0	0	1	2	10	0	3	1	5	1	1	2	4	0	10	7	11	5	185	92	2	2	1165	2	0
MISCELLANEOUS COMMENTS																											

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Comment Section

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Quarter		2		Nursing Support Services Quarterly Report																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Shelley Ockenden Jul-Sept 2011		0.6	Interior																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

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Quarter	4	Nursing Support Services Quarterly Report																									
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated								Direct Contacts				Assessment			Other					
			Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
Alison Blair	0.8	Vancouver Coastal																									
Client Name		Date of Birth																									
		Sept 20, 2010		1														1	2	1							
		Feb 19, 2010		1																							
		Oct. 6, 1999	F		1		1													2	1						
		June 6, 2008				1			1							2		1	5	5							
		June 22, 2009		1														1	1	1			1				
		Jan 06, 2003			1			1											5	3							
		February 22, 2007	F		1		1												1	5							
		August 1, 2007			1				1									1		1							
		October 3, 2001			1		1												2	9	2						
		April 5, 2011		1															5	10	5	1	1		1		
		June 01, 2005			1	1				1							1										
		February 1, 2001			1					1						1		1	1	4							
		June 18, 2000			1				1												2						
		January 4, 2004			1	1						1	1			1		2		9							
		June 08, 1996			1								1	1						1							
		April 13, 2000			1					1										3							
		Sept 15, 2006			1										1	1			1	9	3					1	
		November 08, 2004			1							1	1					1			3						
		December 8, 2006			1		1										1		2	11	4						
		August 14, 2007			1					1							1	1		1	1						
	Transfers off caseload:																										
			August 19, 2001																								1
Non Child Specific Activity																											
		SUMMARY	2	4	15	3	4	2	6	0	0	3	3	1	7	3	4	14	73	37	1	2	0	310	2	1	

Comment Section

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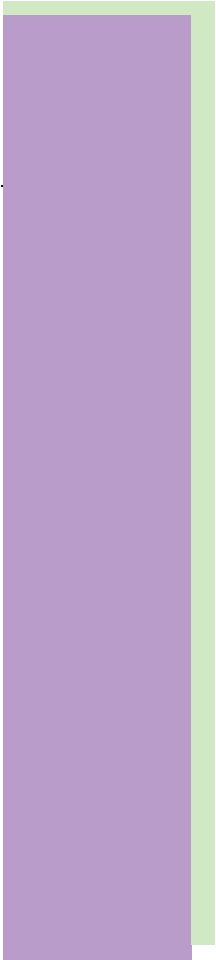
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Quarter	4	Nursing Support Services Quarterly Report																										
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated									Direct Contacts					Assessment			Other					
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges		
Johanna Rzepa, SC Raquel Wingerter, PR, and Jennifer White, Sea-to-Sky	0.65	VCH																										
Client Name	Date of Birth	s.22			1				1							1	1				2							
					1			1					1			1		1				3						
					1									1	1		1		1			1	4					
					1						1								1									
					1										1	1		2		1		3	2					
					1																							
					1					1										3		11	6					
					1					1					1	1		1		3	1	4	11					
					1		1								1			2	1	1		6						
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					1										1	1				4	2	3	7					
					1										1	1			1		2	2						
					1				1													2	1					
					1							1							2		3	2						
					1							1						2			6	2						
					1				1										1	1	5	6						
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					1																							
					1																							

Comment Section

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Quarter	1	Nursing Support Services Quarterly Report																										
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated							Direct Contacts					Assessment			Other						
Alison Blair	0.8	Vancouver Coastal	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges		
Client Name		Date of Birth	Comment Section																									
s.22																												
Transfers off caseload:																												
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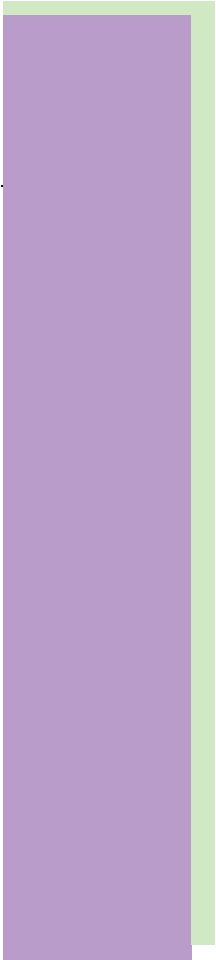
Quarter		2		Nursing Support Services Quarterly Report																																								
Staff Name		FTE	Health Authority	Care Type				Procedures Delegated							Direct Contacts					Assessment			Other																					
Glenys Pullman		1	Vancouver Coastal	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	Client specific comment Section																
Client Name		Date of Birth		A	F	G																																						
s.22		s.22						1					1	1			1	1	1	1	6								s.22															
												1		1	1	1	1	1	3	2	1	2																						
												1			1	1	1	1	1	2		1	7	6																				
												1				1	1	1	1	2		1	1	4																				
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												1			1					1	1	1	1	1	6																			
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								1			1				3	6																												

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Quarter		3	Nursing Support Services Quarterly Report																								
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated							Direct Contacts					Assessment			Other						
Patti Turner	0.8	Vancouver Coastal	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
Client Name		Date of Birth																									Comment Section
s.22		s.22	1															1	5	1		1					
	1																	1	4			1					
	1												1	1						1	2						
	1												1	1						3	1						
	1		1						1																		
	1												1	1							2	3					
	1																				1	1					
	1																				1	1					
	1																				2	1					
	1													1	1												
	1																				3	5	1				
	1													1	1						3						
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Non Child Specific Activity																				5							
SUMMARY				9	17	1	4	1	7	0	0	6	6	0	9	7	4	18	80	21		3	0		4	4	



[illegible]

Quarter		4TH	Nursing Support Services Quarterly Report																										
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated								Direct Contacts					Assessment			Other							
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges			
HELEN ENG	0.5	VIHA																											
Client Name		Date of Birth	A	F	G																							Client specific comment Section	
s.22		s.22																											

Quarter		1st	Nursing Support Services Quarterly Report																														
Staff Name		FTE	Health Authority	Care Type			Procedures Delegated							Direct Contacts					Assessment			Other											
				Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges						
Jennifer Ridley Apr 2011		0.6	VIHA - South Island																														
Client Name		Date of Birth	S.22	A	F	G																											
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Non Child Specific Activity		Date of Birth	S.22																														
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Quarter		1	Nursing Support Services Quarterly Report																										
Staff Name		FTE	Health Authority	Care Type				Procedures Delegated							Direct Contacts				Assessment			Other							
Susan Leduc		0.9	VIHA	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers		Admissions	Discharges	
Client Name		Date of Birth	A	F	G	Client specific comment Section																							
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Fraser	4th quarter		Care Type		Procedures Delegated										Direct Contacts					Assessment		Other		Comments Section				
	1		Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP		Kilometers	Admissions	Discharges	
	Apr-June2011 -Ellen Comba .75	Fraserhealth Auth south																										
Staff	Client Name	Date of Birth	A	F	G																							
S.22		S.22																										

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Quarter	1st	Nursing Support Services Quarterly Report																								
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated								Direct Contacts					Assessment			Other			
Faith Ivall	1	Fraser East	Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges
Client Name		Date of Birth			1				1			1	1		2	1			12	2						
			f		1		1									1	1									
					1				1							2	1		3	3						
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Comment Section

s.22

[illegible]

Client specific comment Section

s.22

[illegible]

[illegible]

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Comments Section

Fraser	4th Quarter			Care Type			Procedures Delegated							Direct Contacts				Assessment		Other								
	Susan Fisher	Fraser		Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family		Referral	NRS	AHP	Kilometers	Admissions	Discharges
															</													

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Quarter		2nd		Nursing Support Services Quarterly Report																											
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated										Direct Contacts				Assessment		Other									
			Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NIS	MRP	Kilometers	Admissions	Discharges					
Client Name	Date of Birth		A	F	G																							Client specific comment Section			
Angela Hall	0.6	Fraser																													
s.22	s.22																											s.22			
		Mileage: km in quarter	545 km																												
		Non Child Specific Activity																													
	SUMMARY	0	0	0	4	21	2	10	0	11	1	1	5	2	1	5	24	12	8	87	12		4	2	0	3	1				
MISCELLANEOUS COMMENTS																															

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Quarter		2nd	Nursing Support Services Quarterly Report																								
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated								Direct Contacts					Assessment			Other				
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
Maureen Lintott & Melanie Gaudet	1.5	FRASER HEALTH																									
Client Name		Date of Birth	A	F	G																						Client specific comment Section
s.22		s.22					1						1	1					1	1	1						
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Quarter		2nd	Nursing Support Services Quarterly Report																										
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated							Direct Contacts					Assessment				Other							
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family		Referral	NSS	AHP	Kilometers	Admissions	Discharges		
Marylynne Wiebe	0.71	Fraser																											
Client Name		Date of Birth	A	F	G																						Client specific comment Section		
s.22		s.22																											
	s.22																												
Non Child Specific Activity																													
SUMMARY			0	0	0	1	15	0	7	2	8	0	0	4	2	0	26	8	7	21	67	36	2	4	5	0	1	2	
MISCELLANEOUS COMMENTS																													

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Quarter	2	Nursing Support Services Quarterly Report																																					
Staff Name	FTE	Health Authority	Care Type				Procedures Delegated								Direct Contacts							Assessment			Other														
			Child in Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges													
ND NHA July1/11 to Sep 30/11	0.6	Northern																										Client specific comment Section											
S.22		Date of Birth	A	F	G																																		
			1																																				

Quarter		4		Nursing Support Services Quarterly Report																							
Staff Name	FTE	Health Authority	Care Type			Procedures Delegated								Direct Contacts					Assessment			Other					
			Child In Care	Direct Care	Delegated Care	Two Settings	Tube Feed	Catheter	Diabetes	Oral Suction	Oxygen	Medication	Seizure	Other	School Delegation	School Monitoring	School Other	Family Visit	Professional	Phone to Family	Referral	NSS	AHP	Kilometers	Admissions	Discharges	
ND NHA Jan 1, 2012 to March 31, 2012	0.6	Northern																									Client specific comment Section
Client Name		Date of Birth	A	F	G																						
S.22		S.22																									S.22
Non Child Specific Activity																											
SUMMARY			0	1	0	1	19	0	6	0	9	0	0	6	6	0	5	9	45	11	98	35	0	3	0	0	
MISCELLANEOUS COMMENTS																											

**Nursing Support Services
Admission/Advisory Committee
Teleconference Minutes
February 8, 2012**

Members Present:

Chair person: Karen Doolan
Recorder*: Laurie Christensen
Members: Wendy Eves
Pam McCluskey
Nancy Rasche
Cathy Shether
Presenters: GW; TP
Guests: Darnell Waite
Soon Sun; Eranne Fopp; Jaspreet Mali; Asha Bali (Nursing students with Nancy Rasche)

A&A Discussions:

s.22 so Connie will facilitate A&A.
Heads up from Wendy that the North Shore NSSC are being strongly encouraged by the Cardiac Transplant team to support s.22
Will likely bring to committee in the next few weeks.

Case Presentations:

Case #1:

Client: s.22 **AGE:** s.22

New Presentation

Dx:

s.22

Assessment notes by GW are attached

Current Nursing Care Needs:

s.22

Request:

s.22

Discussion:

-

-

-

-

s.22

-

-

-

-

Eligibility: s.22 number in majority: 5/5

Rationale for Eligibility:

-

s.22

Discharge Criteria:

-

s.22

Hours:

-

s.22

Rationale for Hours:

-

s.22

Reassessment Date:

- one year

A&A Committee Recommendations:

-

s.13



☐ Presentation notes

☐ Final Child Assessment

X ☒ New Presentation ☐ Review for Hours ☐ Appeal

ASSESSMENT DATE (YYYY/MM/DD)
Jan 30 2012

PERSONAL INFORMATION

NAME OF CHILD s.22	GENDER s.22	CHILD'S PERSONAL HEALTH NUMBER	DATE OF BIRTH (YYYY/MM/DD)
NAME OF PARENT(S)/GUARDIAN(S)		DAYTIME PHONE NUMBER	EVENING PHONE NUMBER
ADDRESS		CITY	POSTAL CODE

PRIMARY DIAGNOSIS

s.22

SECONDARY DIAGNOSIS

s.22

CHILD'S PAST HEALTH HISTORY

•

s.22

s.22

CURRENT CONSULTING HEALTH PROFESSIONALS/OTHER SERVICES

s.22

CHILD'S CURRENT HEALTH ASSESSMENT

ALLERGIES none known

MEDICATIONS

s.22

CARDIOVASCULAR

s.22

RESPIRATORY

s.22

s.22

GASTRO-INTESTINAL/NUTRITION

s.22

GENITO-URINARY/ELIMINATION

s.22

MUSCULOSKELETAL/MOBILITY

s.22

NEUROLOGICAL/SEIZURES

s.22

INTEGUMENTARY/SKIN/TISSUE

s.22

COMFORT/PAIN

s.22

SLEEP/REST

s.22

COMMUNICATION (i.e. Language Spoken, Vision, Hearing, Communication Tools)

-

s.22

ACTIVITIES OF DAILY LIVING

-

s.22

PSYCHO SOCIAL/FAMILY FACTORS/SPIRITUAL/CULTURAL

-

s.22

LIFESTYLE/ENVIRONMENT

s.22

NURSING CARE NEEDS

s.22

SUMMARY AND RECOMMENDATIONS

a) Eligibility: s.22

b)

s.22

c) Hours Allocation:

s.22

d) Rationale for Hours:

s.22

e) Recommended Care Team: RN LPN

f) Discharge Criteria:

s.22

g) Reassessment Date: one year

INFORMATION OBTAINED FROM: parent, client chart,
BCCH).

s.22

at

ASSESSED AND SUBMITTED BY:

NSS COORDINATOR NAME	NSS COORDINATOR SIGNATURE	DATE SIGNED (YYYY/MM/DD)
G W		

R:\HQ-ECD CC and CYSN\Shared Information\CYSN OPERATIONS\Nursing Support
Services\advisoryctte\A&A Committee Minutes 2012\AA Committee Minutes Feb 8 2012 (2).docm

6

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Case #2:

Client: s.22 **AGE:** s.22

New Presentation

Dx:

s.22

Assessment notes by TP are attached

Current Nursing Care Needs:

1.

s.22

2.

Request:

s.22

Discussion:

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s.22

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Eligibility: s.22 number in majority: 5/5

Rationale for Eligibility:

-

s.22

Discharge Criteria:

s.22

Hours:

-

s.22

Rationale for Hours:

-

s.22

Reassessment Date:

- 6 months

A&A Committee Recommendations:

- none



**NURSING SUPPORT SERVICES
CHILD ASSESSMENT**



Presentation notes



Final Child Assessment

☒ New Presentation ☐ Review for Hours ☐ Appeal

ASSESSMENT DATE (YYYY/MM/DD)

2012/02/03

PERSONAL INFORMATION

NAME OF CHILD s.22	GENDER s.22	CHILD'S PERSONAL HEALTH NUMBER	DATE OF BIRTH (YYYY/MM/DD)
NAME OF PARENT(S)/GUARDIAN(S)		DAYTIME PHONE NUMBER ()	EVENING PHONE NUMBER ()
ADDRESS		CITY	POSTAL CODE

PRIMARY DIAGNOSIS

s.22

SECONDARY DIAGNOSIS

s.22

CHILD'S PAST HEALTH HISTORY

s.22

CURRENT CONSULTING HEALTH PROFESSIONALS/OTHER SERVICES

CHILD'S CURRENT HEALTH ASSESSMENT

ALLERGIES

s.22

MEDICATIONS

s.22

CARDIOVASCULAR

s.22

RESPIRATORY

s.22

GASTRO-INTESTINAL/NUTRITION

s.22

s.22

GENITO-URINARY/ELIMINATION

s.22

MUSCULOSKELETAL/MOBILITY

s.22

NEUROLOGICAL/SEIZURES

s.22

INTEGUMENTARY/SKIN/TISSUE

s.22

COMFORT/PAIN

s.22

SLEEP/REST

s.22

COMMUNICATION (i.e. Language Spoken, Vision, Hearing, Communication Tools)

s.22

ACTIVITIES OF DAILY LIVING

s.22

PSYCHO SOCIAL/FAMILY FACTORS/SPIRITUAL/CULTURAL

s.22

s.22

LIFESTYLE/ENVIRONMENT NURSING CARE NEEDS

3.

s.22

4.

SUMMARY AND RECOMMENDATIONS

h) Eligibility: s.22

i) Rationale for Eligibility: s.22

j) Hours Allocation: s.22

k) Rationale for Hours:

l) Recommended Care Team:

m) Discharge Criteria: s.22

n) Reassessment Date: 6 months

INFORMATION OBTAINED FROM:
Mom, hospital records, hospital staff

ASSESSED AND SUBMITTED BY:

NSS COORDINATOR NAME TP	NSS COORDINATOR SIGNATURE	DATE SIGNED (YYYY/MM/DD) 2012/03/06
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*Note: Recorder has not edited presentation notes submitted by
Presenters (other than to remove identifiers, when necessary).