

SERVICES AGREEMENT

MINISTRY OF SOCIAL DEVELOPMENT

Contract Name (Catchment Area): ESC Prince George
Contract #: 63
CFMS Contract #: SESC469681200063

THIS AGREEMENT is made the 2ND day of NOVEMBER 2011.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the MINISTER OF SOCIAL DEVELOPMENT

2nd floor, 614 Humboldt Street
PO Box 9935 Stn Prov Govt
Victoria, British Columbia V8W 9R2
Fax: 250-356-2734

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

OF THE FIRST PART

AND:

KOPAR ADMINISTRATION LTD.
1511 Lyon Street, Prince George, British Columbia, V2N 1T3
Fax: 250-562-2843

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

OF THE SECOND PART

WHEREAS:

- A. The Province issued the Request for Proposals for employment programming services for the Employment Program of British Columbia;



- B. The Contractor submitted a proposal in response to the Request for Proposals; and
- C. The Parties wish to enter into this Agreement for the Contractor to carry out the Services on the terms and conditions set out in this Agreement.

THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

Article 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, and the attached Schedules, unless the context otherwise requires, the following definitions will apply:

- (a) **“Annual Maximum”** means the maximum amount the Province is obligated to pay the Contractor for fees and expenses for any Fiscal Year during the Term or any Extension, as further described in the attached Schedule B;
- (b) **“Auditor General”** means the Auditor General of British Columbia appointed pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2, or his or her delegate;
- (c) **“Auditor General Audit”** means a financial or performance audit of the Ministry conducted by the Auditor General pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2, or the terms of the Canada – British Columbia Labour Market Development Agreement made February 20, 2008;
- (d) **“Business Continuity Plan”** means a comprehensive plan that describes how, if a Disruptive Event occurs, the Contractor would recover the Contractor’s operations and continue to meet the Contractor’s obligations under this Agreement;
- (e) **“Business Day”** means a day, other than a Saturday or Sunday, on which provincial government offices are open for normal business in British Columbia;
- (f) **“Contract Manager (Contractor)”** means any person designated from time to time by the Contractor to manage the Contractor’s rights and obligations under this Agreement;
- (g) **“Contract Manager (Ministry)”** means any person designated from time to time by the Ministry to manage the Province’s rights and obligations under this Agreement;
- (h) **“Contract Maximum”** means the maximum amount the Province is obligated to pay the Contractor for fees and expenses for the Term, as further described in the attached Schedule B;

- (i) **"Dispute"** has the meaning given that term in paragraph 13.1;
- (j) **"Disruptive Event"** means any extraordinary event, situation or circumstance that disrupts the Contractor's operations and affects the Contractor's ability to meet the Contractor's obligations under this Agreement;
- (k) **"Employee"** means any person that is the Contractor's employee, contractor, officer, director, agent, volunteer or Service Provider, or an employee, contractor, officer, director, agent or volunteer of a Service Provider;
- (l) **"Event of Default"** has the meaning given to that term in paragraph 14.1;
- (m) **"Extension"** has the meaning given that term in paragraph 2.3;
- (n) **"FAA"** means the *Financial Administration Act*, R.S.B.C. 1996, c.138, as may be amended from time to time;
- (o) **"Fiscal Year"** means the twelve (12) month period from April 1 of a calendar year to March 31 of the following calendar year, inclusive of both dates, but excludes March 1 to 31, 2012;
- (p) **"Governance Structure"** means the structure and process to manage the relationship between the Parties, as described in Article 11 and the attached Schedule H;
- (q) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement and that is incorporated or embedded in the Produced Material by the Contractor or a Service Provider;
- (r) **"Information"** has the meaning given that term in paragraph 9.3;
- (s) **"Material"** means the Produced Material and the Received Material but does not include techniques, know-how or general knowledge of matters;
- (t) **"Ministry"** means the Province's Ministry of Social Development or any successor ministry;
- (u) **"Parties"** means the Contractor and the Province;
- (v) **"Party"** means either the Contractor or the Province;
- (w) **"Penalty"** means a consequence the Province may impose on the Contractor, in accordance with Schedule A, if the Province is satisfied that the Contractor has failed to meet a Performance Standard;
- (x) **"Performance Standard"** means any standard the Contractor is obligated to meet in providing the Services, as may be further described in the attached Schedule A;

- (y) **"Personal Information"** has the meaning given to that term in the attached Schedule E;
- (z) **"Produced Material"** means Records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Service Provider and includes the Incorporated Material;
- (aa) **"Province Mark"** means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered;
- (bb) **"Received Material"** means Records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Service Provider from the Province or any other person;
- (cc) **"Record"** has the meaning given to that term in section 29 of the *Interpretation Act*, R.S.B.C. 1996, c. 238;
- (dd) **"Request for Proposals"** means Request for Proposals Number ELMS-004 for the Employment Program of British Columbia issued by the Ministry and dated March 30, 2011;
- (ee) **"Service Provider"** means an individual or organization approved by the Province, that the Contractor retains to provide Services under a subcontract or other type of agreement;
- (ff) **"Services"** means the services the Contractor provides under this Agreement, as described in the attached Schedule A;
- (gg) **"Services Team"** means the Employees the Contractor employs or retains to provide the Services;
- (hh) **"Term"** has the meaning given that term in paragraph 2.2;
- (ii) **"Voting Control"** with respect to a corporation or other entity, means that a person holds or has the benefit of, other than by way of security only, securities of the corporation or other entity, to which are attached more than 50% of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity;
- (jj) **"WCB"** means the British Columbia Workers Compensation Board, or WorkSafeBC; and
- (kk) **"we", "us", and "our"** means the Province alone and not the combination of the Contractor and the Province.

1.2 In this Agreement:

- (a) “**attached**” means attached to this Agreement when used in relation to a Schedule;
- (b) “**person**” includes an individual, partnership, corporation or legal entity of any nature;
- (c) unless the context otherwise requires, references to Articles, paragraphs or sub-paragraphs by number or letter are to Articles, paragraphs or sub-paragraphs of this Agreement;
- (d) a reference to a statute, whether or not that statute is defined, means a statute of the Province of British Columbia, unless otherwise stated, and includes all amendments to it, the regulations under it and any enactment passed to replace it;
- (e) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it; and
- (f) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

Article 2 APPOINTMENT, TERM AND EXTENSION

- 2.1 The Contractor must provide the Services in accordance with this Agreement.
- 2.2 Regardless of the date the Parties execute or deliver this Agreement, the Contractor must provide the Services during the five (5) year and one month period that commences **March 1, 2012** and ends **March 31, 2017** (the “Term”) and any Extension, unless this Agreement terminates sooner pursuant to Article 14.
- 2.3 The Parties may agree to extend the Term for a period of up to two (2) years (the “Extension”) commencing **April 1, 2017**.
- 2.4 If the Province wishes to enter into an agreement with the Contractor to extend the Term by the Extension, the Province will provide the Contractor with written notice on or before **October 1, 2016**.
- 2.5 If the Parties agree to extend the Term by the Extension, unless the Parties otherwise agree in writing, the terms and conditions of this Agreement in effect as at the end of the Term will apply during the Extension.

- 2.6 The Province gives the Contractor no assurances, expressed or implied that the Province will wish to extend this Agreement beyond the Term. The Contractor acknowledges and agrees that the Contractor has arranged or will arrange the Contractor's business affairs on the assumption that this Agreement will terminate at the end of the Term.
- 2.7 The Contractor has no authority or ability to compel the Province to enter discussions or negotiations with the Contractor regarding an Extension.
- 2.8 Any extension of the Term pursuant to paragraph 2.3 does not prevent the Province from exercising the Province's rights to terminate this Agreement pursuant to Article 14.

Article 3 PAYMENT

- 3.1 If the Contractor complies with this Agreement and provides the Services to the Province's satisfaction, the Province will pay the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in Schedule B, plus any applicable taxes; and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- 3.2 Despite paragraph 3.1, the Province is not obligated to pay the Contractor on account of fees and expenses:
- (a) for any Fiscal Year, more than the Annual Maximum; and
 - (b) for the Term, more than the Contract Maximum.
- 3.3 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province and in accordance with Schedule B.
- 3.4 Without limiting paragraph 15.2, the Province may withhold from any payment due to the Contractor pursuant to paragraph 3.1, an amount sufficient to indemnify the Province and any of the Province's employees and agents against any liens or other third party claims that have arisen or could arise in connection with the Contractor's provision of the Services. The Province must promptly pay

to the Contractor an amount withheld under this section when the basis for withholding the amount has been fully resolved to the Province's satisfaction.

- 3.5 Despite any other provision in this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to:
- (a) there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year during which payment becomes due pursuant to this Agreement to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section.
- 3.6 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.7 If the Contractor is not resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 3.8 The Contractor must apply for and immediately on receipt remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province pay or reimburse the Contractor or agree to pay or reimburse the Contractor under this Agreement.

Article 4 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 4.1 The Contractor represents and warrants to the Province that on the date this Agreement is executed and at all times during the Term and any Extension:
- (a) if the Contractor is not an individual, that,
 - (i) the Contractor is duly organized, validly existing and in good standing under the laws of British Columbia,
 - (ii) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement, and
 - (iii) all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, or by the signatory or signatories who sign this Agreement on the Contractor's behalf;

- (b) this Agreement constitutes a legally binding obligation on the Contractor that is enforceable against the Contractor in accordance with its terms and conditions except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except as equitable remedies may be granted in the discretion of a court of competent jurisdiction;
- (c) except for information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including as part of any competitive process resulting in this Agreement, are in all material respects true and correct to the best of the Contractor's knowledge;
- (d) the Contractor has no knowledge of any fact that materially adversely affects or, so far as the Contractor can foresee, might materially adversely affect the Contractor's properties, assets, condition (financial or otherwise), business or operations or the Contractor's ability to fulfill the Contractor's obligations under this Agreement;
- (e) the Contractor's observance and performance of the terms and conditions of this Agreement will not constitute a breach by the Contractor of or a default by the Contractor under
 - (i) any statute, regulation or bylaw of Canada, British Columbia or any regional or municipal government, applicable to or binding on the Contractor,
 - (ii) the Contractor's constating documents, if the Contractor is not an individual, or
 - (iii) any contract or agreement to which the Contractor is a party;
- (f) the Contractor is not a party to and has no knowledge of any legal claims against the Contractor that would materially affect the Contractor's undertaking or financial condition;
- (g) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada and has complied with all workers compensation legislation and other similar legislation to which the Contractor may be subject and has paid all taxes, fees and assessments calculated to be due by the Contractor pursuant to those laws as of the date of this Agreement;



- (h) the Contractor is not in breach of any statute, regulation or bylaw applicable to the Contractor or the Contractor's operations;
- (i) the Contractor or the Contractor's Service Providers, as applicable, hold all permits, licenses, consents and authorizations issued by any federal, provincial, regional or municipal government, or an agency of any of them, that are necessary for the Contractor to perform the Contractor's obligations under this Agreement;
- (j) the Contractor has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by or on behalf of the Contractor or the Contractor's directors or officers to the Province in connection with this Agreement;
- (k) the Contractor has in place and available sufficient skilled, experienced and trained staff, facilities, materials, appropriate equipment and agreements with Service Providers to enable the Contractor to fully perform the Services; and
- (l) the Contractor has in place all the necessary arrangements and licenses with other third parties that are necessary for the Contractor to perform the Contractor's obligations under this Agreement.

4.2 All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province in response to the Request for Proposals, with respect to this Agreement, or in connection with any of the transactions contemplated by this Agreement, are deemed the Contractor's representations and warranties under this Agreement.

4.3 All the Contractor's representations, warranties, covenants and agreements made in the Contractor's response to the Request for Proposals, or in or under this Agreement are material and it is deemed that the Province has relied on them, despite any prior or subsequent investigation by the Province.

4.4 The provisions of paragraphs 4.1, 4.2 and 4.3 will continue in full force and effect despite the fulfillment by the Contractor of any or all of the Contractor's obligations under this Agreement or the payment by the Province to the Contractor of any or all of the fees that the Province becomes liable to pay to the Contractor under Schedule B attached to this Agreement.

Article 5 CONTRACTOR'S COVENANTS

5.1 The Contractor must:

- (a) unless the Parties otherwise agree in writing, supply and pay for at the Contractor's own expense, all labour, knowledge, expertise, materials, facilities, approvals, licenses any other charges or costs necessary or advisable to provide the Services, including the license under paragraph 8.4;
- (b) comply with all applicable laws in the performance of the Contractor's obligations under this Agreement;
- (c) without limiting the generality of sub-paragraph (b), comply with and must ensure that all Service Providers and any other individual or organization involved in providing the Services comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, in British Columbia or similar laws in other jurisdictions;
- (d) within ten (10) Business Days of the Province's request to do so, submit to the Province a WCB clearance letter indicating that the Contractor, all Service Providers and any other individual or organization involved in providing the Services have paid all required WCB assessments;
- (e) without limiting the generality of sub-paragraph (b), comply with the *Income Tax Act* (Canada), including reporting to Canada Revenue Agency, as may be necessary, any financial support or benefit the Contractor pays to or for any person as a result of this Agreement;
- (f) without limiting the generality of sub-paragraph (b), comply with the *Lobbyists Registration Act*, S.B.C. 2001, c. 42; and
- (g) ensure that all Employees on the Services Team are competent to perform the Services and are adequately trained, instructed and supervised.

5.2 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.3 The Contractor must:

- (a) submit a copy of the Contractor's Business Continuity Plan to the Province for the Province's approval within thirty (30) days of signing this Agreement;
- (b) from time to time during the Term and any Extension at the Province's request, review the Contractor's Business Continuation Plan and adopt any changes to it that the Province may require; and
- (c) if a Disruptive Event occurs, implement the Contractor's Business Continuity Plan forthwith.

Article 6 RELATIONSHIP AND KEY PERSONNEL

6.1 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) the Province's employee or partner; or
- (b) the Province's agent, except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this paragraph.

6.2 The Contractor must not do anything that would result in any Employee being considered the Province's employee.

6.3 The Contractor must not commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

6.4 The Province may from time to time give the Contractor reasonable instructions, in writing or otherwise, as to the Contractor's performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the Contractor carries out the instructions.

6.5 If one or more individuals are specified in Schedule A as the Contractor's key personnel, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Article 7 RECORDS, REPORTS AND AUDIT

- 7.1 On the Province's request, the Contractor must fully inform the Province of all work that the Contractor, any Service Provider, or any other individual or organization has done or will do in connection with providing the Services.
- 7.2 The Contractor must maintain Employee time records related to providing the Services and statements or books of account, invoices, receipts and vouchers the Contractor produces or receives in connection with providing the Services, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven (7) years after this Agreement ends.
- 7.3 In addition to any other rights of inspection the Province may have under statute or otherwise, at any reasonable time and on reasonable notice to the Contractor, the Province, or an agent of the Province, may enter on the Contractor's or any Service Provider's premises to review operations and to inspect and, at the Province's discretion, copy any of the Material, and the Contractor must permit and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.
- 7.4 The Contractor will permit and cooperate fully with and provide reasonable assistance to the Auditor General in the conduct of any Auditor General Audit, including at any reasonable time and on reasonable notice to the Contractor, providing reasonable access to the Contractor's or any Service Provider's premises to the Auditor General to review operations and to inspect and, at the Auditor General's discretion, copy any of the Material.
- 7.5 The Ministry is responsible for the Contractor's reasonable costs associated with any Auditor General Audit.
- 7.6 If requested by the Province at any time during the Term or any Extension, the Contractor shall retain and pay for the services of a duly qualified auditor approved by the Province to carry out an audit of the books and records relating to the Contractor's provision of the Services. The Contractor shall provide a copy of the accountant's audit report to the Province within 30 (thirty) days of its completion.

Article 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.1 The Province exclusively owns all property rights in the Material that are not intellectual property rights.
- 8.2 The Province exclusively owns all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.
- 8.3 On the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights the Contractor or any Employee may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.4 On any Incorporated Material being embedded or incorporated in the Produced Material and to the extent it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third parties the right to use, reproduce, modify and distribute that Incorporated Material.

Article 9 PRIVACY, SECURITY AND CONFIDENTIALITY

- 9.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.
- 9.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

- 9.3 The Contractor must treat as confidential all information in the Material and any other information the Contractor or a Service Provider accesses, produces or obtains, whether verbally, electronically or otherwise, as a result of this Agreement (collectively the "Information") and not permit its disclosure, use or disposal without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public, other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 9.4 If an unauthorized disclosure of Information occurs, regardless of whether it is advertent or inadvertent, the Contractor must immediately take appropriate action to address that disclosure, including complying with any directions given by the Province.
- 9.5 The Contractor must deliver any Information to the Province immediately on the Province's request and at the Contractor's expense.
- 9.6 If the Contractor receives a request for access to any of the Information from a person other than the Province, this Agreement does not require or authorize the Contractor to provide that access, the Contractor must advise the person to make the request to the Province.
- 9.7 If the Province requires the Contractor to retain any Information beyond the Term, or any Extension, as applicable, or the date this Agreement terminates, if the Province terminates this Agreement early pursuant to Article 14, the Province will pay to the Contractor the Contractor's reasonable costs to store that Information.
- 9.8 If, in accordance with Schedules A or E, the Province directs the Contractor to dispose of any Information, the Contractor must destroy it:
- (a) at the Contractor's own expense;
 - (b) as the Province specifies in the Province's directions to the Contractor; and
 - (c) by shredding conducted by a person with whom the Province has an ongoing corporate supply arrangement to destroy government records.

- 9.9 The Contractor must permit the Province free access at all reasonable times to audit the Contractor's compliance with Schedules E and G, using those procedures as the Province in the Province's sole discretion may choose.

Article 10 ASSIGNMENT AND RETAINING SERVICE PROVIDERS

- 10.1 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 10.2 The Contractor must not subcontract or otherwise transfer responsibility for any of the Contractor's obligations under this Agreement without the Province's prior written consent.
- 10.3 The Province has approved as a Service Provider any person listed in the attached Schedule C.
- 10.4 No subcontract or other agreement the Contractor enters, whether the Province consents to it or not, relieves the Contractor from any obligation under this Agreement.
- 10.5 The Contractor must ensure that:
- (a) any person the Contractor retains to perform obligations under this Agreement; and,
 - (b) any person retained by a person described in sub-paragraph (a) to perform obligations under this Agreement,
- fully complies with this Agreement and all attached Schedules in performing any such obligation.
- 10.6 Every subcontract or other agreement between the Contractor and a Service Provider to provide any portion of the Services must include a term that obligates the Service Provider to comply fully with this Agreement and all attached Schedules in performing the Service Provider's obligations.
- 10.7 The Province reserves the right to review the terms and conditions of any subcontract or other agreement between the Contractor and any Service Provider to determine to the Province's satisfaction that the Contractor complies with paragraph 10.6.

Article 11 GOVERNANCE STRUCTURE

- 11.1 On the execution of this Agreement, the Parties will establish, in accordance with the Governance Structure, processes and procedures to manage their relationship, including modifying this Agreement.
- 11.2 During the Term and any Extension, the Parties will manage their relationship, including modifying this Agreement, according to the structure, processes and procedures described in, or otherwise established in accordance with, the Governance Structure.
- 11.3 Each Party will bear all of the Party's own costs associated with the Governance Structure, including all costs related to attending any meetings contemplated under the Governance Structure.

Article 12 PERFORMANCE STANDARDS

- 12.1 The Contractor must provide the Services to the Province's satisfaction and in accordance with the attached Schedule A, including meeting all Performance Standards.
- 12.2 If the Contractor fails to provide the Services to the Province's satisfaction, or in accordance with the attached Schedule A, including failing to meet any Performance Standard, at the Province's sole discretion the Province may:
- (a) address the matter in accordance with the Governance Structure, if the attached Schedule A provides for such a response to the Contractor's failure;
 - (b) impose a Penalty on the Contractor in accordance with the attached Schedule A, if Schedule A provides for such a response to the Contractor's failure; or
 - (c) exercise any remedy available to the Province in paragraph 14.2, if the Contractor's failure is an Event of Default.

Article 13 DISPUTE RESOLUTION

13.1 If a dispute between the Parties arises out of or in connection with this Agreement (the "Dispute"), the following dispute resolution process will apply unless the Parties otherwise agree in writing:

- (a) the Parties will promptly hold a meeting that individuals from each Party with decision-making authority regarding the Dispute will attend and attempt in good faith to negotiate a resolution of the Dispute;
- (b) if, within 15 (fifteen) Business Days after the meeting described in sub-paragraph (a), the Parties do not succeed in negotiating a resolution of the Dispute, the Parties will seek the assistance of a neutral mediator, who the Parties will jointly select and appoint;
- (c) if the Parties cannot agree on a mediator as described in sub-paragraph (b), the Parties will resolve the Dispute pursuant to sub-paragraph (f);
- (d) if the Parties appoint a mediator pursuant to sub-paragraph (b), the Parties agree to participate in good faith in a mediation session that must occur within 20 (twenty) Business Days after the appointment of the mediator;
- (e) the Parties agree to conduct any mediation under sub-paragraph (b) in accordance with the Mediation Rules of the British Columbia Mediator Roster Society;
- (f) any Dispute that the Parties do not resolve by negotiation or mediation pursuant to sub-paragraphs (a) to (e), the Parties will refer for final resolution by arbitration pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55;
- (g) a mediation under sub-paragraph (b) or an arbitration under sub-paragraph (f) will be held in Victoria, British Columbia; and
- (h) the Parties agree to share equally the costs of any mediation under sub-paragraph (b) or arbitration under sub-paragraph (f), unless in the case of arbitration, the arbitrator otherwise orders, but those costs will not include costs incurred by a Party relating to the production of expert evidence or for representation by counsel.

Article 14 DEFAULT, REMEDIES, TERMINATION AND TRANSITION

14.1 Despite any other provision of this Agreement, any of the following events will constitute an "Event of Default" by the Contractor, whether that event is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:

- (a) any failure by the Contractor to provide the Services to the Province's satisfaction or in accordance with the attached Schedule A that is described in Schedule A as an Event of Default;
- (b) the Contractor fails to observe, perform or comply with any material provision of this Agreement that the Contractor is obligated to observe, perform or comply with;
- (c) any representation or warranty made by the Contractor in response to the Request for Proposals or contained in this Agreement is materially untrue or incorrect;
- (d) any information, statement, document, certificate or report furnished or submitted by or on behalf of the Contractor to the Province under this Agreement is materially untrue or incorrect;
- (e) an order is made, a resolution is passed or a petition is filed, for the Contractor to be liquidated or wound up;
- (f) the Contractor becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency;
- (g) a bankruptcy petition is filed or presented against the Contractor, or the Contractor makes a proposal under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (h) a receiver or receiver-manager is appointed to any of the Contractor's property;
- (i) the Contractor permits any sum that the Contractor does not dispute to be due by the Contractor to remain unpaid after legal proceedings have been commenced to enforce its payment;
- (j) any action is taken to enforce any security interest, charge or encumbrance granted, created or issued by the Contractor that materially

affects the Contractor's ability to carry on business or operations as a going concern;

- (k) the Contractor ceases, in the Province's opinion, to carry on business or operations as a going concern;
- (l) a change occurs with respect to any one or more of the Contractor's assets, condition (financial or otherwise), business, or operations that, in the Province's opinion, materially adversely affects the Contractor's ability to fulfill any of the Contractor's obligations under this Agreement;
- (m) a change occurs with respect to the control of the Contractor, including but not limited to
 - (i) the sale, transfer, assignment or disposition to a third party of all or substantially all of the Contractor's assets relating to the Contractor's performance of the Services;
 - (ii) a change of Voting Control of the Contractor;
 - (iii) the Contractor's merger or amalgamation with another entity; and,
 - (iv) the Contractor's acquisition by another entity; or
- (n) the Contractor fails to notify the Province forthwith, with particulars that any of events (a) to (m) has occurred, is occurring or is likely to occur.

14.2 On the occurrence of any Event of Default by the Contractor, the Province may, at the Province's option, immediately, or at any later time, elect to do any one or more of the following:

- (a) suspend, while the Event of Default continues, payment of any amount that is due or that becomes due to the Contractor for fees pursuant to paragraph 3.1 and the attached Schedule B;
- (b) pursue any remedy available to the Province at law or in equity;
- (c) require that the Contractor remedy the Event of Default within a time period the Province specifies;
- (d) waive the Event of Default; and
- (e) terminate this Agreement by giving written notice of termination to the Contractor, subject to the expiration of any time period specified by a notice delivered pursuant to sub-paragraph (c).

- 14.3 No failure or delay on the part of the Province to complain of an act or failure of the Contractor or to declare the Contractor in default, irrespective of how long such act or failure to act continues, will constitute a waiver by the Province of its rights under this Agreement, nor will it estop or preclude the Province from insisting that the Contractor fulfil its obligations under this Agreement.
- 14.4 Despite any other provision of this Agreement, and in addition to the Province's right to terminate this Agreement under sub-paragraph 14.2 (e) the Province may terminate this Agreement at any time and for any reason by giving the Contractor at least ninety (90) days written notice, or any shorter notice and in any other manner that is mutually agreed between the Parties.
- 14.5 Nothing in Articles 11, 12 or 13 or Schedule H prevents the Province:
- (a) on the occurrence of any Event of Default by the Contractor, from taking any action in accordance with sub-paragraphs 14.2 (a) to (e); or
 - (b) from exercising the Province's discretion to terminate this Agreement pursuant to paragraph 14.4.
- 14.6 If the Province terminates this Agreement pursuant to sub-paragraph 14.2 (e) or paragraph 14.4, the Province will pay the Contractor within thirty (30) days of termination any fees or expenses the Contractor is entitled to receive pursuant to sub-paragraph 3.1 and the attached Schedule B with respect to Services the Contractor provides to the Province's satisfaction before termination and then be under no further obligation to the Contractor.
- 14.7 At the Province's request, the Contractor will, to the extent that the Contractor is reasonably capable of doing so, provide any reasonable assistance the Province requires to ensure the orderly transition of the provision of the Services by a party other than the Contractor:
- (a) for the thirty (30) days prior to end of the Term, or any Extension, as applicable, at the Contractor's expense; or
 - (b) if the Province terminates this Agreement early pursuant to sub-paragraph 14.2 (e) or paragraph 14.4, for the period set out in the applicable notice prior to the termination of this Agreement, at the Contractor's expense; and,
 - (c) for up to an additional sixty (60) days after the end of the Term, or any Extension, or early termination of this Agreement, as applicable, for a fee

to be agreed between the Parties and payable by the Province to the Contractor at the end of the additional days.

Article 15 INSURANCE AND INDEMNITY

- 15.1 The Contractor must comply with terms of the Insurance Schedule attached as Schedule D, as those terms may change from time to time in accordance with the Province's directions.
- 15.2 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights that are based on, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or any Employee in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.
- 15.3 The Contractor must apply for and maintain at the Contractor's expense, personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term and any Extension, if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, in British Columbia or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.
- 15.4 Within ten (10) Business Days of the Province's request to do so, the Contractor must provide the Province with evidence of the Contractor's compliance with paragraph 15.3.

Article 16 FORCE MAJEURE EVENTS

- 16.1 In this Article 16 the following definitions will apply:
- (a) **"Force Majeure Event"** means one the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo;
- if the event prevents a Party from performing the Party's obligations in accordance with this Agreement and is beyond the reasonable control of that Party; and

- (b) **"Affected Party"** means a Party prevented from performing the Party's obligations in accordance with this Agreement by a Force Majeure Event.

16.2 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of paragraph 16.3.

16.3 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

Article 17 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCE MARKS

17.1 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

17.2 The Contractor will:

- (a) cooperate with the Province and at the Province's request, assist the Province in developing a communications strategy and making public announcements regarding the Services and this Agreement;
- (b) make no public comment about the Services or this Agreement, without first consulting with the Province and obtaining the Province's approval;
- (c) not use the name of, any photograph or other image of, or any Personal Information about, any individual in any material the Contractor produces

and distribute to the public for any purpose related to this Agreement, without first obtaining the written consent of the individual and providing the Province with a copy of that consent;

- (d) prominently display in any materials the Contractor produces and distributes to the public that publicize or promote the Services, an acknowledgment that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval;
- (e) post signage at all premises at which the Contractor carries out operations related to the Services, acknowledging that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval;
- (f) incorporate a Province Mark of the Province's choice in any acknowledgment described in sub-paragraph (d) or any signage described in sub-paragraph (e);
- (g) not use any Province Mark in any capacity or for any purpose other than those set out in sub-paragraph (f); and
- (h) not, without the Province's prior written approval, refer for promotional purposes to the Province being the Contractor's customer or having entered into this Agreement.

17.3 After the execution of this Agreement, the Province will provide the Contractor with the Province Mark that the Contractor must use as described in paragraph 17.2.

17.4 From time to time during the Term or any Extension, the Province, in the Province's sole discretion, may provide the Contractor with a replacement Province Mark that the Contractor must use as described in paragraph 17.2.

17.5 The Province will consult with the Contractor before making any public comment about the Services that references the Contractor's name.

Article 18 CONFLICT OF INTEREST

18.1 The Contractor must not provide any service to any person in circumstances that, in the Province's reasonable opinion, could give rise to a conflict of interest

between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Article 19 CRIMINAL RECORDS CHECK

19.1 In this Article 19 the following definitions will apply:

- (a) **"Act"** means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86, as may be amended from time to time;
- (b) **"Certified Criminal Record Check"** means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
- (c) **"Conviction"** has the meaning given to that term in section 1 of the Act;
- (d) **"Criminal Code"** means the *Criminal Code*, R.S.C. 1985, c. C-46, as may be amended from time to time;
- (e) **"Criminal Record"** means an Outstanding Charge or a Conviction for an Offence;
- (f) **"Criminal Record Check"** means the results in writing of a search by a Local Police Agency of all relevant information accessible by the Local Police Agency for a Criminal Record for an individual;
- (g) **"Information Systems"** means information storage or data processing systems that house information associated with the Services, including information technology systems and associated administrative systems, processing platforms, telecommunications facilities, applications, databases and backup media;
- (h) **"Local Police Agency"** means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
- (i) **"Offence"** means an Offence (Canadian) or an Offence (Foreign);
- (j) **"Offence (Canadian)"** means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
- (k) **"Offence (Foreign)"** means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
- (l) **"Outstanding Charge"** means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;

- (m) **“Participant”** means any individual who receives Services from the Contractor pursuant to this Agreement;
- (n) **“Relevant Offence”** has the meaning given to that term in section 1 of the Act;
- (o) **“Security Related Offence”** means a Security Related Offence (Canadian) or a Security Related Offence (Foreign);
- (p) **“Security Related Offence (Canadian)”** means an offence under a provision in Parts II, II.1, IV, VI, IX, X, XI, XII, XII.2 or XIII of the Criminal Code and includes a predecessor to that provision; and
- (q) **“Security Related Offence (Foreign)”** means an offence in a jurisdiction outside Canada that is similar to a Security Related Offence (Canadian).

19.2 The Contractor must obtain at the Contractor's expense, a Criminal Record Check for any Employee that as a result of this Agreement has:

- (a) contact with any Participant; or
- (b) access to Information Systems,

before the Employee has contact with any Participant or access to Information Systems, as applicable and thereafter every 5 years.

19.3 If the information in a Criminal Record Check discloses that an Employee has or, a Criminal Record, the Contractor must obtain, at the Contractor's expense, a Certified Criminal Record Check for the Employee.

19.4 The Province may exempt the Contractor from a requirement in paragraphs 19.2 or 19.3 for any Employee, if the Contractor has on record for the Employee, a Criminal Record Check, or Certified Criminal Record Check, as applicable, obtained in the twelve (12) months immediately before the relevant date.

19.5 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in sub-paragraph 19.2 (a) discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence, the Contractor must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant.

19.6 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in sub-paragraph 19.2 (b) discloses an Outstanding Charge relating to, or a Conviction for a Security Related Offence, the Contractor must determine whether the Employee presents a risk of breach in Information Systems security.

- 19.7 In making a determination under paragraphs 19.5 or 19.6 above, the Contractor must consider the following:
- (a) whether the behaviour associated with the applicable Offence or alleged Offence, would, if repeated, pose a threat of physical, mental, emotional or sexual abuse to any Participant, or of breach in Information Systems security, as applicable;
 - (b) the circumstances of the applicable Offence or alleged Offence, including the age of the individual at the time of that Offence and the existence of any extenuating circumstances; and
 - (c) any other factors that the Contractor considers relevant including, without restriction, the time elapsed since the occurrence of the applicable Offence or alleged Offence, subsequent actions of the individual, the likelihood of the individual repeating a similar kind of behaviour and any attempts at rehabilitation.
- 19.8 If the Contractor determines pursuant to paragraph 19.5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant, the Contractor must immediately remove the Employee from the Services Team.
- 19.9 If the Contractor determines pursuant to paragraph 19.6 that an Employee presents a risk of breach in Information Systems security, the Contractor must immediately deny the Employee access to any Information Systems.
- 19.10 The Contractor must provide to the Province forthwith, any Employee's Criminal Record Check described in paragraph 19.2 or Certified Criminal Record Check described in paragraph 19.3, if applicable:
- (a) on the Province's request; or
 - (b) on the Contractor's receipt of the Criminal Record Check or the Certified Criminal Record Check if,
 - (i) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in sub-paragraph 19.2 (a) and discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence; or,
 - (ii) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in sub-paragraph 19.2 (b) and discloses an Outstanding Charge relating to, or a Conviction for a Security Related Offence.

19.11 Based on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team, or deny the Employee access to Information Systems, as applicable.

19.12 If the Contractor fails to:

- (a) obtain for an Employee,
 - (i) a Criminal Record Check pursuant to paragraph 19.2; or,
 - (ii) a Certified Criminal Record Check pursuant to paragraph 19.3; or
- (b) provide the Province an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to paragraph 19.10,

in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team, or deny the Employee access to Information Systems, as applicable.

19.13 The Contractor's obligations described in section 4 of the attached Schedule G are in addition to and not in place of the Contractor's obligations under this Article 19.

Article 20 NOTICES

20.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) delivered by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) mailed by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when

normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

- 20.2 Either Party may, from time to time, give notice to the other Party of a substitute address or fax number, which from the date such notice is effective, will supersede for purposes of paragraph 20.1 any previous address or fax number specified for the Party giving the notice.
- 20.3 The Contractor will provide any notice to the Province pursuant to paragraph 20.1 to the attention of the Contract Manager (Ministry).
- 20.4 The Province will provide any notice to the Contractor pursuant to paragraph 20.1 to the attention of the Contract Manager (Contractor).

Article 21 ENTIRE AGREEMENT

- 21.1 This Agreement and any modification of it constitute the entire agreement between the Parties as to performance of the Services.
- 21.2 No modification of this Agreement is effective unless it is in writing and signed by the Parties.
- 21.3 The Province does not intend for the Contractor to rely on any communication by the Province as a representation that alters or waives the Province's rights under this Agreement and the Contractor may not so rely on any such communication unless it is made in writing and signed by the Deputy Minister of the Ministry.
- 21.4 The Schedules attached to this Agreement, including any appendices or other documents attached to or incorporated by reference into those Schedules, are part of this Agreement.
- 21.5 Conflicts among provisions of this Agreement will be resolved as follows:
 - (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule, unless the Schedule expressly states otherwise.

Article 22 GENERAL

- 22.1 Any additional terms set out in the attached Schedule F apply to this Agreement.
- 22.2 The Province must make available to the Contractor all information in the Province's possession that the Province considers pertinent to the Contractor's performance of the Services.
- 22.3 This Agreement is governed by and will be construed in accordance with the laws of British Columbia.
- 22.4 Time is of the essence in this Agreement.
- 22.5 A waiver by either Party of a breach or default by the other Party in the observance, performance or compliance of any of its obligations under this Agreement will be effective only if it is in writing and signed by, or on behalf of, the waiving Party. No such waiver will be deemed or construed to be a waiver of any other breach or default. Failure or delay on the part of either Party to complain of an act or failure of the other Party or to declare such other Party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such Party of any of its rights against the other Party, nor estop or preclude such Party from insisting that the other Party fulfil its obligations under this Agreement.
- 22.6 For the purpose of paragraph 22.5, a waiver will be effective against the Province only if it is signed by the Deputy Minister of the Ministry.
- 22.7 This Agreement is binding on the Province and the Province's assigns and on the Contractor, the Contractor's successors and permitted assigns.
- 22.8 This Agreement does not operate as a permit, license, approval or other statutory authority that the Contractor may be required to obtain from the Province or from any of the Province's agencies in order to provide the Services. Nothing in this Agreement will be construed as interfering with, or fettering in any manner, the exercise by the Province or the Province's agencies of any statutory, prerogative, executive or legislative power or duty.
- 22.9 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

- 22.10 Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 22.11 The Contractor's obligations under the terms of this Agreement continue in force indefinitely, even after this Agreement ends or the Province terminates it early pursuant to Article 14.
- 22.12 Subject to Article 14, the Province's obligations pursuant to Article 3 continue in force indefinitely, even after this Agreement ends or the Province terminates it early pursuant to Article 14.



22.13 Each Party may enter this Agreement by each executing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows.

SIGNED on behalf of the Province by a duly)
 authorized representative of the Minister of)
 Social Development on the _____ day of)
 _____ 2011, in the presence of:)

M A Budgeon

[witness signature]

MARG BUDGEON

[witness name]

614 HUMBOLDT

[witness address]

[witness address]

Allison Bond

[signature]

Allison Bond

[name]

ADM

[title]

SIGNED on behalf of the Contractor by a duly)
 authorized representative on the 26 day)
 of October 2011, in the presence of:)

Bill Bond

[witness signature]

Bill Bond

[witness name]

2448 Borden Crescent Prince George

[witness address]

[witness address]

Thomas D.F. Newell

[signature]

Thomas D.F. Newell

[name]

President

[title]

SCHEDULE A

SERVICES

PART A Interpretation

1.0 In this Schedule and in Schedule B, unless the context otherwise requires, the following definitions apply:

- (A) **“Aboriginal Peoples”** means individuals who self identify as aboriginal, including First Nations, Metis or Inuit.
- (B) **“Action Plan”** means a plan for a Case Managed Client developed by the Client and the Contractor, setting out the steps, Services, Financial Supports and benefits, including those itemized in the Client File services plan and benefit plan, that the Client and the Contractor agree are necessary and appropriate for the Client to obtain Labour Market Attachment or Community Attachment as quickly as possible, and includes a similar plan developed for a Client under a Legacy Program for a similar purpose.
- (C) **“Active EI Claimant”** means an individual in receipt of benefits under Part I of the EI Act.
- (D) **“Apprentice”** means an individual who is registered in an Industry Training Authority approved training program.
- (E) **“Apprentice On-Line Portal”** or **“AOP”** means an internet-based system created by the Ministry for Apprentices to apply for Services and Financial Supports available under the Program and to which the Contractor will have access.
- (F) **“ASETS Agreement Holder”** means an organization funded by the Government of Canada under the Aboriginal Skills and Employment Training Strategy program to provide employment Services to Aboriginal Peoples.
- (G) **“British Columbia Employment and Assistance”** or **“BCEA”** means the program by which the Ministry provides and administers assistance under the EA Act and the EAPWD Act.
- (H) **“British Columbia Employment and Assistance Client”** or **“BCEA Client”** means an individual receiving BCEA.
- (I) **“Case Managed Client”** means a Client the Contractor accepts for Case Management after the Contractor determines, using the Client’s FNA results, that the Client needs Case Management Services.

- (J) **“Case Managed Services”** means Services provided to or for Case Managed Clients described in Part C, section 3.0 of this Schedule.
- (K) **“Case Management”** means Services described in Part C, section 2.0 of this Schedule.
- (L) **“Case Management Referral Date”** means with respect to:
 - (a) a BCEA Client the Province refers to the Contractor, the date of that referral, or
 - (b) any other Client, the date the Contractor makes a determination under section 1.1 (A) (b) of Part C of this Schedule that the Client appears to require and is eligible for Case Management.
- (M) **“Case Manager”** means an individual retained by the Contractor to deliver Case Management Services to Clients.
- (N) **“Catchment Area”** means the part of British Columbia where the Contractor will provide Services that is generally described as ESC Prince George – Contract 63 and which is more fully described in Appendix D to the Request for Proposals.
- (O) **“Classroom Technical Training”** with respect to an Apprentice means training provided by a training institution in a classroom setting.
- (P) **“Client”** means an individual that accesses Employment Program of British Columbia employment Services and Labour Market Services from the Contractor.
- (Q) **“Client File”** with respect to a Client means all information acquired, accessed or produced by the Contractor related to the Client’s involvement in the Program, all of which will be recorded as electronic records in ICM.
- (R) **“Client Outcome”** means a Client achieves Labour Market Attachment or Community Attachment.
- (S) **“Client Tier”** means one of the following four Client Employment Readiness groupings for Case Managed Clients established in accordance with Ministry Policy and based on the Client’s assessed Employment Readiness:
 - (a) Client Tier 1 – high Employment Readiness;
 - (b) Client Tier 2 – moderate Employment Readiness;
 - (c) Client Tier 3 – low Employment Readiness; and
 - (d) Client Tier 4 – little or no Employment Readiness.
- (T) **“Community and Employer Partnership Plan”** means an annual plan the Contractor develops to respond to local community labour market needs in the Catchment Area, in part, drawing on relationships the Contractor establishes with employers, government agencies and community organizations in the Catchment Area.

- (U) **“Community Attachment”** means unpaid work experience placement or connection with needed community services that support the Client to improve Employment Readiness, functioning in society and quality of life.
- (V) **“EA Act”** means the *Employment and Assistance Act*, S.B.C. 2002, c. 40, as amended from time to time.
- (W) **“EAPWD Act”** means the *Employment and Assistance Act for Persons with Disabilities Act*, S.B.C. 2002, c. 41, as amended from time to time.
- (X) **“EI Act”** means the *Employment Insurance Act*, S.C. 1996, c. 23, as may be amended from time to time.
- (Y) **“EI Benefits”** mean benefits provided under Part I of the EI Act.
- (Z) **“ESS (LMDA Funds) Workshop”** means an Employment Support Service workshop that has no more than 1/3 of its content devoted to employability life-skills, Essential Skills or Employment Readiness topics or STOC and the remainder of its content devoted to topics directly related to finding and maintaining employment.
- (AA) **“ESS (Provincial Funds) Workshop”** means an Employment Support Service workshop that has more than 1/3 of its content devoted to employability life-skills, Essential Skills or Employment Readiness topics or STOC and any remainder of its content devoted to topics directly related to finding and maintaining employment.
- (BB) **“Employment”** means Insurable Employment, the terms and conditions of which comply with all applicable laws or Self-Employment.
- (CC) **“Employment Insurance Client”** or **“EI Client”** means an Unemployed Person who, when requesting Services:
 - (a) is an individual for whom an employment insurance benefit period is established under the EI Act; or
 - (b) had an employment insurance benefit period under the EI Act that ended within the previous 36 months; or
 - (c) had an employment insurance benefit period under the EI Act period established for him or her within the previous 60 months; and:
 - (I) was paid parental or maternity benefits under the EI Act;
 - (II) subsequently withdrew from the labour force to care for one or more of his or her new-born children or one or more children placed with him or her for the purpose of adoption; and,
 - (III) is seeking to re-enter the labour force; or,
 - (d) received “provincial benefits” under a “provincial plan”, as those terms are defined in section 76.01 of the *Employment Insurance Regulations* made under the EI Act, within the previous 60 months, and
 - (I) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or

23 of the EI Act, and would have had a benefit period established for that purpose within the 60 months period;

(II) subsequently withdrew from active participation in the labour force to care for one or more of his or her newborn children or one or more children placed with him or her for the purpose of adoption; and,

(III) is seeking to re-enter the labour market.

- (DD) **“Employment Objective”** means an occupational goal in which a Client is trying to obtain Employment or Self-Employment.
- (EE) **“Employment Plan”** means a plan that the Minister responsible for the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act* may require any BCEA Client to enter into and comply with pursuant to section 9 of each of the EA Act or the EAPWD Act.
- (FF) **“Employment Program of British Columbia”** or **“Program”** means the Ministry’s program of employment Services and supports that will commence April 2, 2012.
- (GG) **“Employment Readiness”** means the ability of an individual to obtain Sustainable Employment as assessed by a qualified assessor and in accordance with Ministry Policy.
- (HH) **“Employment Services Centre”** or **“ESC”** means all channels, arrangements, or means of service delivery that the Contractor uses to deliver Program Services.
- (II) **“Employment Support Services”** mean Services described in Part C, section 1.10 or section 3.2 of this Schedule that the Contractor provides to Clients to support them in developing skills required for independent job search and preparing for and obtaining Sustainable Employment.
- (JJ) **“Essential Skills”** means the skills needed for work, learning and life that provide the foundation for learning all other skills and enable an individual to evolve with his or her job and adapt to workplace change.
- (KK) **“Financial Agreement”** means an agreement in writing between the Contractor and a Client, in a form and containing terms and conditions determined by the Ministry, under which the Contractor provides Financial Supports to the Client.
- (LL) **“Financial Supports”** means funds or other financial assistance the Contractor pays or provides directly to or for a Client for goods or Services essential to enable the Client to participate in the Program.
- (MM) **“Formal Needs Assessment”** or **“FNA”** means an assessment of a Client conducted by a qualified Case Manager using appropriate processes and techniques that must include collecting Employment Readiness information

and an MDNA and may include, if necessary, other more targeted assessments, the purpose of which is to gather information used to assess the Client for Case Management, Case Managed Services, Employment Readiness and Client Tier.

- (NN) **“Francophone”** means individuals who self identify as Francophone.
- (OO) **“Full-time”** with respect to Employment, Self-Employment, working or providing services means for not less than 30 hours per week.
- (PP) **“General Client”** means a Client who is neither an EI Client nor a BCEA Client.
- (QQ) **“Immigrants”** means individuals not born in Canada, who immigrated from another country to settle in Canada and are legally able to work in British Columbia.
- (RR) **“Industry Training Authority”** means the corporation established under the *Industry Training Authority Act*, S.B.C. 2003, c. 34 that is responsible for industry training and apprenticeship in British Columbia.
- (SS) **“Insurable Employment”** has the meaning assigned by section 5 of the EI Act.
- (TT) **“Integrated Case Management System”** or **“ICM”** means the Ministry’s information system used to track and manage Client and Program information, to which the Contractor will have access.
- (UU) **“Internal Purchased Service”** means a Service delivered by the Contractor or a Service Provider that is identified as FSPS/VSF in the “Payment Type” column of any of Tables 2.1 to 2.5 of Schedule or is a specialized assessment delivered pursuant to Part B, sections 6.0 to 6.99 of this Schedule.
- (VV) **“Itinerant Services”** means a service delivery channel of the ESC by which the Contractor delivers Services directly to Clients on a regularly scheduled basis at a public location that is easily accessible by Clients.
- (WW) **“Job Creation Partnerships”** or **“JCP”** means a component of the Program, under which the Ministry enters agreements with organizations to fund them to develop and operate job creation projects to provide meaningful work experience to Program Clients and benefits to communities.
- (XX) **“Labour Market Attachment”** means working or providing services in the labour market for remuneration, on a Full-Time, Part-Time, seasonal or temporary basis, either as an employee or in Self-Employment.

- (YY) **“Labour Market Development Agreement”** or **“LMDA”** means the Canada-BC Labour Market Development Agreement made February 20, 2008.
- (ZZ) **“Labour Market Information”** or **“LMI”** means knowledge and data about local, regional, provincial and national labour markets and their conditions, trends and transitions, including:
- (a) occupational profiles and forecasts;
 - (b) community profiles;
 - (c) demographic and labour force profiles and forecasts;
 - (d) industrial or sectoral profiles and forecasts;
 - (e) wage and salary data;
 - (f) conditions of employment;
 - (g) vacancy and employment opportunities;
 - (h) labour market reviews and trends;
 - (i) occupational demand and skill shortages;
 - (j) potential employers and their hiring practices;
 - (k) lists of Training providers and available courses;
 - (l) major projects updates;
 - (m) career resource planning tools;
 - (n) work search tools; and
 - (o) employment related programs and services.
- (AAA) **“Labour Market Services”** means services that support the British Columbia labour market to function effectively.
- (BBB) **“Legacy Program”** means any of the following employment programs provided by the Ministry before April 1, 2012,
- (a) BC Employment Program,
 - (b) Employment Program for Persons with Disabilities,
 - (c) Bridging Employment Program,
 - (d) Community Assistance Program,
 - (e) Employment Assistance Services,
 - (f) Skills Development,
 - (g) Self-Employment,
 - (h) Targeted Wage Subsidies,
 - (i) Job Creation Partnerships; and,
 - (j) Labour Market Partnerships.
- (CCC) **“Ministry Eligibility Requirement”** means any eligibility requirement related to the Services that may be established by the Ministry from time to time.
- (DDD) **“Ministry Policy”** means any policy, practice, process, procedure, guideline or standard related to service delivery that may be established by the Ministry from time to time.

- (EEE) **“Multi-Barriered”** means individuals who have two (2) or more barriers to Employment that directly interfere with their ability to access, find and keep Employment.
- (FFF) **“Multi-Dimensional Needs Assessment”** or **“MDNA”** means a structured interview between a Case Manager and a Client, the purpose of which is to gather information and assess the Client for Case Management, Case Managed Services, Employment Readiness and Client Tier.
- (GGG) **“National Job Bank”** means the Government of Canada website (<http://jobbank.hrdc-drhc.gc.ca/>) that hosts a searchable database of job opportunities and other employment support tools.
- (HHH) **“Non-Case Managed Apprentice”** means an Apprentice that has a Sponsor and is applying for Financial Support to attend Classroom Technical Training.
- (III) **“Non-Case Managed Client”** means any Client who accesses Self-Serve Services that is not a Case Managed Client.
- (JJJ) **“Outreach Services”** means a service delivery channel of the ESC by which the Contractor delivers Services directly to Clients on an irregular basis at a private location that is accessible by Clients.
- (KKK) **“PPMB”** with respect to an individual means the individual qualifies as a person with persistent multiple barriers to employment under section 2 of the Employment and Assistance Regulation made pursuant to the EA Act, for the purpose of eligibility for assistance under the EA Act.
- (LLL) **“PWD Designation”** with respect to an individual means the individual is designated under section 2 of the EAPWD Act as a person with disabilities for the purpose of eligibility for assistance under the EAPWD Act.
- (MMM) **“Part-time”** with respect to Employment, Self-Employment, working or providing Services means less than 30 hours per week.
- (NNN) **“Persons with Disabilities”** means individuals who self identify as having a physical, cognitive or mental, sensory, or developmental disability that results in limitations executing tasks or actions that relate to Employment.
- (OOO) **“Proposal”** means the document or documents the Contractor submitted to the Ministry in response to the Request for Proposals for this Catchment Area.
- (PPP) **“Purchased Service”** means a Service identified as FSPS in the “Payment Type” column of any of Tables 2.1 to 2.6 of Schedule B that the Contractor purchases from and that is provided by a person or organization that is not a Service Provider.

- (QQQ) **“Remote Access Services”** means a service delivery channel of the ESC by which the Contractor delivers Services using internet, telephone, or other technology to Clients that are not physically present.
- (RRR) **“Renew”** with respect to an Action Plan means to begin providing Services and Financial Supports to a Client in accordance with the Client’s existing Action Plan as if the existing Action Plan is a new Action Plan and the costs of Services and Financial Supports that the Client previously received are excluded from the calculation of any Client Maximum.
- (SSS) **“Rural and Remote”** means individuals who live in rural or remote locations with no reasonable access to the ESC Storefront.
- (TTT) **“Satellite Office”** means a service delivery channel of the ESC located in an office separate from the Storefront that is easily accessible by Clients that cannot easily access the Storefront and from which the Contractor delivers to those Clients some or all of the Services the Contractor delivers to Clients from the Storefront.
- (UUU) **“Section 25 Referral”** means the Ministry’s authorization and referral pursuant to section 25 of the EI Act for a Client who is an Active EI Claimant to attend a course, program of instruction or training or participate in any other employment activity provided by the Contractor under this Schedule.
- (VVV) **“Self-Employment”** means carrying on business with a view of profit in any trade, occupation or profession, providing services as a sole proprietor, member of a partnership, sole shareholder of a corporation, or in any other business arrangement that the Province, in its sole discretion, considers to be self-employment for the purpose of the Program.
- (WWW) **“Self-Employment Review Committee”** means a group of individuals that the Contractor will establish to assess a Client’s Self-Employment business concept and Self-Employment business plan, that will have as members:
- (a) the individual most involved in delivering Services to the Client under Part C, section 3.3; and
 - (b) the individual most involved in delivering services to the Client under Part C, section 5.0, and
- that may have additional members, each of whom must be an individual with industry, business and community labour market knowledge and expertise directly relevant to starting and operating a Self-Employment business.
- (XXX) **“Self-Employment Community Review Board”** means a group of individuals that the Contractor may establish to support the Self-Employment Review Committee that will have as members, individuals who are volunteer community representatives with significant industry, business

and community labour market knowledge directly relevant to starting and operating a Self-Employment business.

- (YYY) **“Self-Employment Services”** means services described in Part C, section 5.0 of this Schedule that the Contractor provides to Case Managed Clients that are suitable and ready for Self-Employment and for whom no suitable Insurable Employment is available.
- (ZZZ) **“Self-Serve Services”** mean services described in Part C, section 1.0 of this Schedule that the Contractor provides to Clients that are Non-Case Managed Clients.
- (AAAA) **“Short Term Industry and Occupational Certificate Training”** or **“STOC Training”** means training that is usually one to three days in length and provides basic entry level certification or skills that are considered minimum requirements for specific occupations or industries.
- (BBBB) **“Specialized Population”** means the following groups of individuals, whose members, because of their unique needs may require alternate service delivery channels, arrangements or means to access employment services and increase the likelihood that they achieve and maintain Labour Market Attachment:
- (a) Aboriginal People;
 - (b) Francophone;
 - (c) Immigrants;
 - (d) Persons with Disabilities;
 - (e) Rural and Remote;
 - (f) Multi-Barried;
 - (g) Survivors of Violence or Abuse; and
 - (h) Youth.
- (CCCC) **“Sponsor”** means an employer, trade union, college, or other agency that works with an Apprentice in a relationship that allows the Apprentice to learn on the job, registers the Apprentice and the relationship with the Industry Training Authority and guides the Apprentice through the Apprentice’s learning process.
- (DDDD) **“Storefront”** means the primary physical location that Contractors use to offer Clients the full suite of Program Services described in Part C of this Schedule.
- (EEEE) **“Sustain”** or **“Sustainable”** with respect to a Client’s Employment, Self-Employment, or Labour Market Attachment means the Client:
- (a) Achieves Employment, Self-Employment, or Labour Market Attachment;
 - (b) Maintains the Employment, Self-Employment, or Labour Market Attachment continuously for at least 52 weeks after achieving it;

- (c) Receives no Program Services or Financial Supports during the period between 24 weeks and 52 weeks after achieving the Employment, Self-Employment, or Labour Market Attachment; and
 - (d) Receives no BCEA assistance for 52 weeks after achieving the Employment, Self-Employment, or Labour Market Attachment.
- (FFFF) **“Survivors of Violence or Abuse”** means women who are survivors of violence or abuse and men or women who are former sex trade workers.
- (GGGG) **“TBD”** means to be determined.
- (HHHH) **“Transferred Client”** means a Client who received Program Services outside the Contractor’s Catchment Area and who currently resides to the Contractor’s Catchment Area, or currently resides outside the Contractor’s Catchment Area and has a justifiable reason for accessing Program Services in the Contractor’s Catchment Area.
- (IIII) **“Transitioning Client”** means a Client who was actively participating in a Legacy Program on March 31, 2012.
- (JJJJ) **“Unemployed”** means an individual who:
- (a) is not working;
 - (b) is working less than twenty (20) hours per week and
 - (I) is actively seeking Full-time Employment, or
 - (II) is unable to work Full-time because of a disability and is seeking to work more hours;
 - (c) is in receipt of a notice of imminent layoff;
 - (d) must leave his or her current occupation due to a medical reason, or
 - (e) is at significant risk of losing his or her employment because of his or her disability.
- (KKKK) **“Youth”** means individuals who are sixteen (16) to thirty (30) years of age.

PART B Services – General

1.0 PROPOSAL

- 1.1 The Contractor’s Proposal is incorporated into and forms part of this Schedule except for any provision in the Proposal that contradicts any term of the Request for Proposals. Any such provisions are disregarded and are not incorporated into nor do they form any part of this Schedule.

2.0 EMPLOYMENT SERVICES CENTRE

2.1 The Contractor will establish an Employment Services Centre to deliver Services to Clients in the Catchment Area.

Storefront and Satellite Offices

2.2 The Contractor will establish an ESC Storefront at:

(A) 1511 3rd Avenue, Prince George, British Columbia.

2.3 The Contractor will establish the following ESC Satellite Offices to provide Services to Clients from Specialized Populations:

(A) Carrier Sekani Family Services, 987 4th Avenue, Prince George, British Columbia, serving Clients who are Aboriginal and Clients who are Survivors of Violence or Abuse;

(B) Collège Éducacentre College, 1752 Fir Street, Prince George, British Columbia, serving Francophone Clients; and,

(C) Young Men's Christian Association, 2020 Massey Drive, Prince George, British Columbia, serving Clients who are Youth.

2.4 The Contractor will ensure that the ESC Storefront and each Satellite Office:

(A) Has the facilities, characteristics, resources and capacities described in the Contractor's Proposal; and

(B) Is easily accessible to the public (including individuals with mobility restrictions), and convenient to transportation routes, public transportation and parking.

2.5 The Contractor will provide the following facilities and general Services at or through the ESC Storefront:

(A) Open a minimum of forty (40) hours per week, with specific hours of operation dependent on the needs of Clients and the community;

(B) A general reception telephone line that is monitored full-time during all office hours and has voice-messaging services to receive after hours messages;

(C) An office e-mail address that is monitored full-time during office hours;

- (D) A reception area for Clients;
- (E) A self-serve resource area that is staffed full-time during all office hours and has computer workstations and internet accessibility for Clients to use while participating in the Program;
- (F) Client access to telephone, photocopying and fax services;
- (G) Adequate meeting space for workshops and group sessions;
- (H) Adequate private offices for meetings with individual Clients; and,
- (I) Sufficient staff to provide timely and accessible Services to meet Client needs, including acknowledging and responding to Client inquiries.

Itinerant Services, Outreach Services and Remote Access Services

2.6 The Contractor will, to provide Services to Clients from Specialized Populations, establish Itinerant Services as necessary, including at the following community halls:

- (A) Hixon;
- (B) Blackburn;
- (C) Ferndale;
- (D) Pilot Mountain;
- (E) Salmon Valley; and,
- (F) Bear Lake.

2.7 The Contractor will establish Outreach Services as necessary to provide Services to Clients from Specialized Populations.

2.8 The Contractor will establish Remote Access Services as necessary to provide Services to Clients from Specialized Populations, including:

- (A) Delivery of Services by telephone or internet;
- (B) Providing access to a comprehensive online virtual office; and,

(C) Providing access to online workshops.

2.9 The Contractor will provide Itinerant Services, Outreach Services and Remote Access Services with the facilities, characteristics, resources and capacities described in the Contractor's Proposal and by means that allow Services to be easily accessible to all Clients.

3.0 KEY PERSONNEL

3.1 The Contractor's Key Personnel are:

(A) The following individuals:

- (a) Tom Newell, President/Chief Executive Officer;
- (b) Ken Newell, Operations Manager;
- (c) Dave Day, Financial Manager;
- (d) Sandra Day, ESC Manager;
- (e) Heather Flood, Trades Representative; and,
- (f) Laurie Elliot, Negotiator & Self-Employment Benefit Coordinator

(B) N/A

4.0 COMMUNITY MARKETING

4.1 The Contractor will develop and implement a community marketing plan and conduct local marketing activities to increase public awareness of the Program in the Catchment Area. The Contractor will submit to the Ministry, on a quarterly basis, a summary of the Contractor's promotional and marketing activities for the previous quarter, and copies of any materials used in these activities.

5.0 COMMUNITY AND EMPLOYER PARTNERSHIPS

5.1 The Contractor will ensure it knows and understands the labour market and communities in its Catchment Area, by:

- (A) Building on existing capacity and networks to proactively obtain local Labour Market Information to better support job seekers;
- (B) Establishing partnerships with community organizations and employers, and working with local Ministry staff to encourage information sharing and collaborative and coordinated responses to Client and labour market needs and opportunities;

- (C) Sharing local LMI with the Ministry through the Governance Structure and the Ministry's available web-based and other tools; and,
 - (D) Implementing a planned and consistent approach to community and employer partnerships, preventing or avoiding duplication in contacts with organizations and employers.
- 5.2 The Contractor will ensure Clients, employers and community organizations in the Catchment Area have access to information that:
 - (A) Fully explains the role of the ESC in the Catchment Area;
 - (B) Outlines community based supports and Labour Market Services in the Catchment Area; and
 - (C) Identifies all Services provided through the ESC and the location or locations of those Services.
- 5.3 The Contractor is responsible for developing and maintaining relationships with employers, government agencies and community organizations in the Catchment Area to remain up-to-date on Labour Market Services and labour market conditions in the Catchment Area.
- 5.4 The Contractor will develop an annual Community and Employer Partnership Plan that:
 - (A) Responds to local community labour market needs;
 - (B) Identifies proactive and responsive strategies and tools to quickly address labour market changes;
 - (C) Establishes community and employer activities to address labour market needs;
 - (D) Outlines strategies responding to the needs of Specialized Populations in the community; and
 - (E) Is aligned with the annual plan that the Province is required to produce under the LMMA.
- 5.5 The Contractor will provide the Ministry with a copy of its first Community and Employer Partnership Plan within three months of the start of the Term. The Contractor will produce an updated and renewed Community and Employer

Partnership Plan annually thereafter. The Contractor will report to the Ministry on successes throughout each year and on an annual basis evaluate the Community and Employer Partnership Plan and activities you undertake.

Labour Market Information

- 5.6 The Contractor will maintain up to date, accurate and credible LMI for the Catchment Area. The Contractor will share Catchment Area LMI with the Ministry.

Job Creation Partnerships

- 5.7 The Contractor will support JCP by identifying for each JCP project in the Contractor's Catchment Area, Clients that meet Ministry Eligibility Requirements and who may be appropriate participants for JCP projects based on referral criteria provided by the JCP organization. The Contractor will have no other role in selecting participants for JCP projects.

6.0 TRANSITIONING CLIENTS FROM LEGACY PROGRAMS

- 6.1 The Contractor will support Transitioning Clients in the Contractor's Catchment Area to the Program as follows:
- (A) Undertake all efforts necessary to fully transfer each Transitioning Client to the Program, which will include obtaining from the Client's Legacy Program service provider the Client's complete file, all financial arrangements between the Client's Legacy Program service provider and the Client and any other relevant information about the Client.
 - (B) Provide smooth and seamless access to the Program including no interruption in Services to Transitioning Clients or payment of Financial Supports to Transitioning Clients or Employers.
 - (C) Not provide any Client with a Service that was previously provided to a Client in a Legacy Program, unless the Client's circumstances or needs change significantly. If the Contractor repeats a Service provided to a Client in a Legacy Program, the Contractor will fully document the rationale for doing so in the Client's file.
 - (D) Complete the follow-up Services described in Part C, section 2.7 of this Schedule with any Transitioning Client that achieves a Client Outcome prior to April 1, 2012.

- (E) Follow all policies, practices, processes, procedures and guidelines described in the document produced by the Ministry, titled "Legacy Program Transition Strategy", a copy of which the Province will provide to the Contractor.

7.0 EMPLOYMENT SUPPORTS AND SERVICES

- 7.1 The Contractor will not provide or deliver Services or Financial Supports to Clients before April 2, 2012.
- 7.2 The Contractor will provide and deliver Services and Financial Supports to Clients in accordance with any applicable Ministry Policy and the Contractor's Proposal (subject always to Part B, section 1.1).
- 7.3 The Contractor will provide and deliver all the employment supports and Services described in Part C of this Schedule to Clients. Each Client will not need or be eligible for all such employment supports and Services, however, throughout the Term, the Contractor must be able to provide all of them at any time to any Client.
- 7.4 The Contractor will provide and deliver Services to all Clients in a manner that is welcoming, safe and professional and ensures that their privacy rights are protected.
- 7.5 The Province will provide the Contractor with any forms the Province requires the Contractor to use in providing Services under this Agreement.

Services in French

- 7.6 The Contractor will ensure, for the ESC Storefront and any Satellite Office listed in Part B, section 2.3 where the Contractor provides Service to Clients who are Francophone, the following:
 - (A) There is at least one staff member who can speak French fluently on site at all times; and,
 - (B) All resources, materials and employment and related services in written and electronic format are available in French and English.
- 7.7 The Contractor will provide the following:
 - (A) Any web-site the Contractor uses in delivering Services or information to Clients will be available in French and English.

- 7.8 If any Client requests Services in French, the Contractor will provide the Client with direct Services in French.
- 7.9 The Contractor will make all forms used in providing Services under this Agreement available to any Client in English and French. If a Client completes a form in French, the Contractor will attach the form to the Client File and enter the information into ICM in English.

Services in Other Languages

- 7.10 If any Client is unable to effectively access Services from the Contractor in English or French, at the request of the Client the Contractor will provide direct Services, or translation and interpretation services, as appropriate, to the Client in any of the following languages:
- (A) Punjabi;
 - (B) Hindi;
 - (C) Mandarin;
 - (D) German;
 - (E) Croatian; and,
 - (F) Spanish.
- 7.11 If any Client is unable to effectively access Services from the Contractor in English or French and the Client's primary spoken language is not included in the list in Part B, section 7.10, the Contractor will make all reasonable efforts to facilitate the Client's access to necessary Services from the Contractor.
- 7.12 At the request of any Client who is a Person with Disabilities, the Contractor will provide the Service in formats that are accessible by the Client.

8.0 CLIENT REFERRAL

- 8.1 The Province will refer to the Contractor BCEA Clients who reside in the Contractor's Catchment Area and who may require Case Management and Case Managed Services.
- 8.2 The Ministry will not refer to the Contractor any BCEA Client whose BCEA file contains a health and safety alert.

- 8.3 The Province may encourage any BCEA Client to self-refer to the Contractor to access Self-Serve Services.
- 8.4 If the Contractor identifies a BCEA Client accessing Self-Serve Services as needing Case Management, the Contractor may request that the Province refer the Client to the Contractor for Case Management.
- 8.5 The Contractor may recruit Clients or individuals may self-refer to the Program.

9.0 ELIGIBILITY REQUIREMENTS

- 9.1 The Province will communicate any Ministry Eligibility Requirements to the Contractor.
- 9.2 The Province may modify any Ministry Eligibility Requirements at any time on reasonable notice to the Contractor.
- 9.3 The Contractor will establish any Client's eligibility for Services or supports in accordance with any applicable Ministry Eligibility Requirements.

Part C Itemized (Catalogued) Employment Supports and Services

1.0 Self-Serve / Non-Case Managed Services

- (A) The Contractor will provide all Self-Serve Services at the Storefront.
- (B) The Contractor will provide Self-Serve Services as Itinerant Services, Outreach Services or Remote Access Services, and at the Satellite Office(s) as necessary, including by any means described in the Contractor's Proposal.
- (C) The Contractor will provide the Services described in sections 1.1 to 1.9 and 1.11 to any individual who requests those services.
- (D) The Contractor will provide the Services described in sections 1.10, 1.12 and 1.13 only to Clients who meet applicable Ministry Eligibility Requirements.

1.1. Awareness and Navigation

- (A) For any Client visiting the ESC for the first time, the Contractor will greet and orient the Client and screen the Client to determine whether the Client:
 - (a) Feels ready and able to look for work independently;

- (b) Appears to require and meets applicable Ministry Eligibility Requirements for Case Management, and if so, offer to provide a Formal Needs Assessment; and
 - (c) May need crisis care services, and if so, support the Client in accessing these services.
- (B) The Contractor will assist all Clients to ensure they:
- (a) Are aware of all available services and supports related to achieving Labour Market Attachment or Community Attachment;
 - (b) Can locate and access employment-related information, resources and supports;
 - (c) Are aware of and support them in finding other community resources and government programs or benefits they may need; and
 - (d) Are aware of their eligibility for Program Services.

1.2. Staffed Self-Serve Resource Area

- (A) The Contractor will provide a dedicated area of the Storefront for self-serve Clients to access resources relating to employment Services and supports, including:
- (a) Computer workstations with internet access;
 - (b) Relevant software programs, including for resume writing;
 - (c) Labour Market Information; and
 - (d) Telephones and a facsimile machine.
- (B) The Contractor will ensure that:
- (a) The Contractor has sufficient staff dedicated to the resource area to assist, support and monitor all Clients accessing Self-Serve Services during the ESC Storefront's business hours;
 - (b) Clients are aware of the services and assistance available from staff in the resource area;
 - (c) Clients do not wait more than 15 minutes to access Services or resources in the resource area; and
 - (d) The resource area is accessible to Persons with Disabilities.
- (C) In the resource area, the Contractor will assist and support Clients to:
- (a) Use computers and the internet for job search;
 - (b) Respond to job vacancy postings using email or fax;
 - (c) Use software programs for resume writing;
 - (d) Access and use Labour Market Information;
 - (e) Register for self-serve job search workshops (only for Clients that meet applicable Ministry Eligibility Requirements); and

- (f) Determine whether they are EI Clients, if identified as needing an FNA (by accessing Service Canada by internet or phone).

1.3. Establish or Confirm Unique Case Identification Number

The Contractor will, in accordance with Ministry Policy, establish a unique case identification number in ICM for each Client, or confirm the Client's existing unique case identification number, when:

- (a) Providing Financial Supports to Non-Case Managed Clients or Non-Case Managed Apprentices who meet applicable Ministry Eligibility Requirements;
- (b) Registering Non-Case Managed Clients who meet applicable Ministry Eligibility Requirements to attend any self-serve employment focused workshop;
- (c) Scheduling any Client who meets applicable Ministry Eligibility Requirements for an FNA; or
- (d) Providing any Client with a Service, including Financial Support.

1.4. Access to Information on Job Opportunities

The Contractor will provide Clients with information on current job opportunities, particularly local vacancies.

1.5. Directory of Community Services

The Contractor will ensure that Clients can access a directory of local, up-to-date community-based services, and also information from community service organizations that may be useful to Clients.

1.6. Employment Resource Materials

The Contractor will make current, relevant and useful employment-related resource materials and tools available to assist Clients in their job search and employment preparation activities, including for:

- (a) Resume writing and covering letters;
- (b) Job search and interview preparation; and
- (c) Career exploration and skills training options.

1.7. Equipment to Assist in Job Searching

(A) The Contractor will provide Clients with access to equipment and technology to support job search from the ESC, including:

- (a) telephone;
- (b) fax;
- (c) photocopier;
- (d) scanner;
- (e) printer; and,

(f) computers with internet access.

- (B) All equipment and software to which the Contractor provides Client access must:
- (a) be current technology;
 - (b) be in good working order;
 - (c) accommodate Persons with Disabilities;
 - (d) ensure that Clients' privacy rights are not compromised;
 - (e) be sufficient to ensure that Clients wait no more than 15 minutes to access these resources.

1.8 Labour Market Information

- (A) The Contractor will assist Clients in locating, understanding and using Labour Market Information (LMI) to effectively support their job searches, and decisions about training, employment and careers.
- (B) The Contractor will provide employers with access to Catchment Area and relevant British Columbia or national LMI that they may need to make informed labour market decisions about hiring, training and retaining workers, and develop human resource strategies.
- (C) The Contractor will make available to Clients and employers relevant print materials and on-line links to British Columbia LMI and other provincial and federal sources of up-to-date, accurate and relevant LMI such as the WorkBC website located at (<http://www.workbc.ca/>) and the Service Canada website located at (<http://www.servicecanada.gc.ca/>).
- (D) The Contractor will promote the National Job Bank to Clients and employers.

1.9 Self-Serve Assessment Tools

The Contractor will provide Clients with access to employment-related self-assessment tools such as interests, personality type and values, and career planning and employability assessments.

1.10 Employment Focused Workshops

- (A) The Contractor will provide Clients with job search and employment-related group-based workshops that comply with Ministry Policy respecting content and duration. Workshops will include the following topics:
- (a) Employment Readiness skills and strengths identification;
 - (b) Job search techniques/accessing the hidden job market;
 - (c) Cover letters/Resume writing;

- (d) Labour market research;
 - (e) Using the Internet to access job opportunities;
 - (f) Personal presentation for job search
 - (g) Self-Marketing;
 - (h) Networking;
 - (i) Arranging interviews/interviewing techniques;
 - (j) Post interview follow up; and,
 - (k) Preparing to start a new job,
- and may include, in accordance with Ministry Policy, certain job search and employment focused topics set out in Part C, sections 3.2.1 to 3.2.3 (Employment Support Services) of this Schedule.

- (B) The Contractor may offer workshops that combine topics.
- (C) The Contractor will offer the workshops on a regular basis, based on Client and labour market need, provided that no Client will wait more than 10 Business Days to attend a needed workshop.
- (D) The Contractor must ensure that:
 - (a) workshop content is employment focused and relevant to the needs of the Clients attending; and
 - (b) workshops are delivered by qualified and knowledgeable personnel in a manner that engages, motivates and informs the participants.
- (E) The Contractor will ensure that Client registration for workshops is recorded in the Client File, and attendance at workshops is documented by sign-in sheets or in accordance with any methods or standards described in Ministry Policy.

1.11 Translation and Interpretation Services

The Contractor will provide the language services, including translation and interpretation services, described in Part B, sections 7.6 to 7.11 of this Schedule to any Non-Case Managed Client requiring those Services to access Self-Serve Services.

1.12 Non-Case Managed Apprentice Applications

The Contractor will, in accordance with Part C, section 7.0 of this Schedule, assist Non-Case Managed Apprentices apply for Financial Supports to attend Classroom Technical Training and administer payment of Financial Supports to or for successful applicants.

1.13 Administer Essential Employment-related Financial Supports

- (A) The Contractor will provide Financial Supports to Non-Case Managed Clients who meet applicable Ministry Eligibility Requirements when these supports are essential for the Client to conduct a job search, access other Services under sections 1.1 to 1.10 of Part C of this Schedule, or meet job start requirements.
- (B) The Contractor will document in ICM all Financial Supports the Contractor issues, in accordance with any methods or standards described in Ministry Policy.
- (C) The Contractor must ensure that:
 - (a) a Client does not receive Financial Support that duplicates Financial Support previously provided to the Client; and,
 - (b) The Client signs written acknowledgement of receiving any Financial Support.

1.13.1 The Contractor may provide Financial Supports to any Non-Case Managed Client to a maximum total of \$50 per Fiscal Year to conduct job searches and access other Services under sections 1.1 to 1.10 of Part C of this Schedule.

1.13.2 The Contractor may provide Financial Supports to any Non-Case Managed Client to a maximum total of \$150 per Fiscal Year for job start requirements.

2.0 **Case Management Services**

- (A) The Contractor will consider for Case Management only Unemployed Clients who meet applicable Ministry Eligibility Requirements and who the Contractor determines are unlikely to achieve Labour Market Attachment by accessing Self-Serve Services alone.
- (B) The Contractor will provide Case Management only to Clients residing in the Contractor's Catchment Area, except as described in paragraph (C).
- (C) In accordance with any applicable Ministry Policy, the Contractor may provide Case Management and Case Managed Services to a Client residing outside the Contractor's Catchment Area if,

- (a) the Client has justifiable reasons for receiving Services in the Contractor's Catchment Area, and
 - (b) no more than 5% of the Contractor's active Case Managed Clients reside outside the Contractor's Catchment Area.
- (D) The Contractor must fully document the rationale for serving any Client that resides outside the Contractor's Catchment Area.
- (E) The Contractor will provide Case Management to each Client the Contractor accepts to support that Client in achieving the highest level of Labour Market Attachment and self-sufficiency possible for the Client.
- (F) The Contractor will provide consistent support and continuity of Service to each Case Managed Client throughout the Client's Action Plan and Case Management. The Contractor will ensure that the level of support it provides meets each Client's needs and supports the Client in moving towards self-sufficiency as quickly as possible.
- (G) The Contractor will provide Clients with individual employment counselling as may be required for Clients to achieve Community Attachment or Labour Market Attachment. In individual employment counselling the Contractor will explore and help the client to resolve identified personal issues or factors impacting a Client's ability to find and keep Employment.
- (H) The Contractor will fully document all Case Management Services it provides in accordance with Ministry Policy.

2.1. Awareness and Navigation Services

2.1.1 Information Related to Other Programs and Funding Sources

The Contractor will have sufficient up-to-date knowledge about:

- (i) Application procedures for EI Benefits and BCEA to provide Clients with any basic, general information they may require to make those applications; and,
- (ii) Any other programs or funding sources that Clients may access to provide any Client with information the Client may require to apply for those programs or funding sources.

2.1.2 Assistance Identifying Appropriate Training and Funding or Financial Support Options

If a Client's Action Plan identifies training as needed for a Client to achieve Labour Market Attachment and the Client requires Financial Support to participate in training, the Contractor will:

- (i) Support the Client as needed to ensure the Client can locate relevant training option information and LMI;
- (ii) Assist the Client in reviewing the training option(s) (considering any relevant Client needs) and support the Client in an informed decision-making process;
- (iii) Ensure the Client can locate information on training-related funding the Client may need; and
- (iv) Provide information on Program Financial Support options for training to the Client and if the Client needs Program Financial Support, assist the Client to explore eligibility for Program Financial Support.

2.1.3 Navigation to Crisis Care

The Contractor will identify Clients who may need crisis care services and assist those Clients in accessing these Services.

2.1.4 Navigation to Community Services

- (1) The Contractor will establish and maintain good working relationships with community service organizations in its Catchment Area, and will support Clients to access their services as required.
- (2) The Contractor will provide Clients with the needed level of support in accessing community resources specified in their Action Plans, including facilitating and following up on referrals as appropriate.

2.1.5 Confirm EI Client Status

For each Case Managed Client, the Contractor will first determine whether the Client is an EI Client and obtain proof of the Client's status from the Client, where EI status has not already been confirmed. Acceptable proof includes a print out from My Service Canada Account or other documents establishing that the Client is an EI Client. The Contractor must also confirm with the Ministry, in accordance with any applicable Ministry Policy, that an individual is an EI Client before providing certain Services.

2.1.6 Confirm BCEA Client Status

For each Case Managed Client, the Contractor will first determine through ICM whether the Client is a BCEA Client.

2.1.7 Evaluate Potential of Other Programs for Client Service

The Contractor will have sufficient up-to-date knowledge about other potential employment program options for Clients, and will support Clients as needed to access them as appropriate and when eligible.

2.2. Formal Needs Assessment Services

- (A) The Contractor will conduct a Formal Needs Assessment for each Client that it determines under Part C, section 1.1 (A) (b) of this Schedule requires and is eligible for Case Management.
- (B) At the end of a Client's Formal Needs Assessment, the Contractor will, in accordance with Ministry Policy, confirm whether the Client needs Case Management. If the Contractor determines that a Client needs Case Management the Contractor will determine the Client Tier for the Client. If the Contractor determines that a Client does not need Case Management, the Contractor will encourage the Client to access Self-Serve Services.
- (C) In conducting any Formal Needs Assessment, the Contractor will use, given the circumstances and needs of each Client, employment-related assessment approaches, tools, processes and resources, identified or approved by the Ministry and in accordance with Ministry Policy.
- (D) The Contractor will ensure that
 - (a) 80% of the Clients for whom the Contractor conducts a Formal Needs Assessment complete an MDNA interview within 10 Business Days of their Case Management Referral Date, and
 - (b) 80% of the Clients for whom the Contractor conducts a Formal Needs Assessment complete the Formal Needs Assessment within 10 Business Days of the MDNA interview.
- (E) The Contractor will conduct a Formal Needs Assessment for each BCEA Client that the Province refers to the Contractor and assess the Client's suitability and eligibility for Case Management in accordance with applicable Ministry Eligibility Requirements. Any BCEA Client that the Contractor determines is not suitable or not eligible for Case Management, the Contractor will refer back to the Ministry in accordance with Ministry Policy. The Contractor must accept all other BCEA Clients the Province refers to it into Case Management.
- (F) The Contractor will schedule, in accordance with Ministry Policy, a Formal Needs Assessment for each BCEA Client referred to the Contractor by the Province. If the Contractor is unable to schedule a Formal Needs Assessment with a BCEA Client or the Client fails to attend a scheduled Formal Needs Assessment interview, the Contractor will notify the Ministry through ICM on the eleventh day after the Client's Case Management Referral Date.



- (G) If the Contractor determines that a BCEA Client that the Province did not refer to the Contractor is accessing Self-Serve Services from the Contractor and is having difficulty job searching independently, the Contractor may conduct an FNA for that Client to determine if the Client is suitable and eligible for Case Management in accordance with applicable Ministry Eligibility Requirements. The Contractor must notify the Ministry before it accepts any such Client into Case Management.
- (H) The Contractor must not provide any Case Management Services described in sections 2.2.1 to 2.7.7 or any Case Managed Services to any Client until the Contractor determines the Client Tier.
- (I) If necessary to determine Client Tier or develop an Action Plan, the Contractor may, with the Client's agreement, administer any additional assessments to or obtain any additional assessments for the Client.

2.2.1 Collect Employment Readiness Information

The Province will provide the Contractor with standardized questions relating to Employment Readiness. The Contractor will administer these questions to every Client for whom it conducts an MDNA under s 2.2.2 and record the responses in the Client File.

2.2.2 Multi-Dimensional Needs Assessment

- (1) The Contractor will conduct an MDNA as part of every FNA.
- (2) The Contractor will fully inform any Client for whom it is conducting an MDNA of its policies for addressing any client service concern raised by Clients.
- (3) For each Client the Contractor accepts for Case Management, the Contractor will ensure the Client agrees and commits to fully participating in Case Management and developing an Action Plan.

2.2.3 Administer and Interpret Additional Assessments

- (1) The Contractor will administer or obtain and interpret additional assessments described in sections 2.2.4 to 2.2.99 when needed to develop an Action Plan for a Client.
- (2) If the Contractor administers any additional assessment to or obtains any additional assessment for a Client, the Contractor must:



- (i) Fully document in the Client File the type of assessment necessary and the Contractor's rationale justifying the assessment;
- (ii) Ensure that the assessment is administered and interpreted by a qualified individual; and
- (iii) Record all relevant outcomes or findings of the assessment in the Client File.

2.2.4 Career Assessment(s)

The Contractor may complete or obtain Career Assessments for any Client in Client Tier 2, Client Tier 3 or Client Tier 4 who is uncertain about what occupations might be suitable for the Client. Such assessments may be completed by the Client independently or with assistance, individually or in a group setting.

2.2.5 General Skills Assessment(s)

The Contractor may complete or obtain general skills assessments for any Client in Client Tier 2, Client Tier 3 or Client Tier 4 to explore the Client's basic and essential workplace and employability transferrable skills, skill gaps, values, interests, aptitudes and personality profiles.

2.2.6 Evaluation of Self-Assessment(s)

If a Case Managed Client in Client Tier 2, Client Tier 3 or Client Tier 4 is unable to interpret or use a self-assessment completed as part of Self-Serve Services, the Contractor may interpret the self assessment for the Client.

2.2.7 Determine Need for and Make Referral to Specialized Assessments

The Contractor will determine whether a Client in Client Tier 2, Client Tier 3 or Client Tier 4 requires a specialized assessment described in section 6.0 of Part C to this Schedule to support the Client's Employment Objectives. If the Contractor determines that a Client requires such an assessment the Contractor will refer the Client to a qualified assessor to complete the assessment.

2.2.8 Disability-related Employment Needs Assessment

If the Contractor determines that a Client in Client Tier 2, Client Tier 3 or Client Tier 4 has or likely has a disability that impedes the Client's ability to find or maintain Employment, and that further assessment is required to confirm the Client's disability and determine the Client's employment-related needs, the Contractor will complete or obtain a disability-related employment needs assessment for the Client. Through this assessment the Contractor will identify:

- (i) Disability-related supports, accommodations or employment considerations the Client needs for Labour Market Attachment;
- (ii) Other relevant disability-related assessments or information sources that may assist in assessing the Client's Employment Readiness and need for Case Managed Services; and,
- (iii) Whether any specialized assessment is necessary (if not previously identified).

2.2.99 Other Types of Assessments

If the Contractor determines that to complete an FNA, a Client in Client Tier 2, Client Tier 3 or Client Tier 4 requires a type of employment-related assessment not described in sections 2.2.4 to 2.2.8, with the Client's agreement, the Contractor may conduct that assessment.

2.3. **Determine Financial Need and Supports Services**

2.3.1 Assess Financial Need

- (1) The Contractor will, in accordance with Ministry Policy, determine whether a Case Managed Client has the financial means or other options available to cover the Client's expenses for which Financial Supports are available. The Contractor will ensure that each Client contributes, in accordance with the Client's means, to the Client's expenses for which Financial Supports are available.
- (2) For Case Managed Clients that require financial assistance, the Contractor will determine their eligibility, based on the Client's specific needs and in accordance with applicable Ministry Policy, for any of the following types of Financial Supports:
 - (i) Supports essential for job search and access to Case Managed Services;
 - (ii) Supports essential for job start;
 - (iii) Training-related supports;
 - (iv) Self-employment supports;
 - (v) Paid and unpaid work experience placement supports; and,
 - (vi) Employment-related aids and devices for Persons with Disabilities.
- (3) Before providing a Client with Financial Support, the Contractor must comply with Part C, section 2.1.7 of this Schedule and where an alternate option is available for a Client; support the Client in accessing that option. The Contractor will fully document in the Client File its efforts to arrange alternate options and the results of these efforts.

- (4) When a Client is required and eligible, in accordance with Ministry Policy, to apply for Financial Supports, the Contractor will support the Client in making the application.
- (5) The Contractor will fully document in each Client File, any Financial Supports it provides to or for that Client, and the rationale for providing them.
- (6) The Province will reimburse the Contractor pursuant to Schedule B only for Financial Supports it provides to Clients in accordance with this Schedule.

2.3.2 Determine Financial Supports for Job Search, Job Start and Program Participation / Access to ESC Services

- (1) The Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports, in accordance with Ministry Policy, for job search support or job start support, including but not limited to:
 - (i) Transportation;
 - (ii) Dependent care;
 - (iii) Disability supports;
 - (iv) Essential work clothing;
 - (v) Essential work supplies, tools or equipment;
 - (vi) Personal grooming and hygiene;
 - (vii) Food for full-day program participation; and,
 - (viii) Licenses.
- (2) Subject to paragraph (3), the maximum amount of Financial Support the Contractor may provide to or for a Client is
 - (i) \$50 per Action Plan for job search support and,
 - (ii) \$150 per Action Plan for job start support.
- (3) The Contractor may, in accordance with Ministry Policy, exceed the Financial Support maximums in paragraph (2) for any Case Managed Client experiencing hardship, if the Financial Support is necessary to enable the Client to participate in Program Services or obtain or maintain Employment. The Contractor will justify any decision to provide Financial Support under this paragraph and fully document the rationale in the Client File in accordance with any applicable Ministry Policy.

2.3.3 Determine Living, Tuition, other Program Participation or Training-related Financial Support Needs

- (1) Subject to paragraph (2), the Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports for living expenses that are necessary for the Client's participation in:
 - (i) Training, including Classroom Technical Training for Apprentices;
 - (ii) Job Creation Partnerships paid work experience; or
 - (iii) Self-Employment Services provided in accordance with section 3.3 of Part C to this Schedule.
- (2) The Contractor may not provide Financial Supports for living expenses to:
 - (i) Any Client participating in Short-Term Industry and Occupational Certificate Training;
 - (ii) Any BCEA Client, except one who is also an EI Client; or
 - (iii) Any General Client, except one who is a Person with Disabilities.
- (3) The Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports to assist with the cost of:
 - (i) tuition;
 - (ii) books;
 - (iii) dependent care;
 - (iv) transportation;
 - (v) disability needs; or
 - (vi) any other incidental training-related expense that is necessary for the Client to participate in training, including Classroom Technical Training for Apprentices.
- (4) The Contractor will negotiate with a Client the amount and duration of Financial Supports for living expenses, tuition or other training-related expenses based on the Client's financial needs and in accordance with applicable Ministry Policy.
- (5) Before the Contractor provides a Client with Financial Supports for living expenses, the Contractor will:
 - (i) Confirm with the Ministry that the Client is an EI Client;
 - (ii) Confirm with the Ministry that the Client is an Active EI Claimant or has applied for EI Benefits and is eligible for them;
 - (iii) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them; and

- (iv) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral.
- (6) The Contractor may provide Financial Supports to or for any Client for a multi-year training program. However, the Contractor will assess the Client's financial needs one year at a time.

2.3.4 Determine Disability Needs Cost

- (1) The Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with disability-related Financial Supports necessary to:
 - (i) Enable the Client to participate in the Program;
 - (ii) Reduce barriers to Employment that the Client faces due to disability-related factors; or,
 - (iii) Increase the Client's ability to find and maintain Employment.
- (2) Before the Contractor determines a Client's eligibility and need for Financial Supports for disability-related costs, the Contractor must:
 - (i) Complete a disability-related employment needs assessment under section 2.2.8 of Part C to this Schedule to confirm the Client's disability;
 - (ii) Review any other relevant assessments of the Client; and
 - (iii) Research alternative or additional programming or funding support for the Client's disability-related needs, and where available, support the Client as needed in accessing these resources.
- (3) The Contractor will fully document in ICM, in accordance with applicable Ministry Policy, its efforts under paragraph (2) (iii) to support any Client who is a Person with Disabilities to obtain alternative or additional programming or funding support and the results of these efforts
- (4) If a Client is unable to obtain alternative or additional programming or funding support, the Contractor will negotiate disability-related Financial Supports with the Client, based on the Client's financial need and applicable Ministry Policy.
- (5) Where possible and practical, the Contractor will provide a Client with any Financial Support in the form of an aid or device on a trial and loan basis, prior to purchasing these items.
- (6) If the Contractor concludes that a Client likely requires assistive technology, the Contractor will complete a specialized assistive

technology assessment before providing the Client with any Financial Support in the form of specialized assistive technology.

2.3.5 Determine Financial Supports – Wage Subsidy Work Experience Placements

- (1) The Contractor may provide Financial Supports in the form of a wage subsidy for any Case Managed Client in Client Tier 2 or Client Tier 3 who needs work experience and meets applicable Ministry Eligibility Requirements. The Contractor will pay the wage subsidy to an employer that meets applicable Ministry Eligibility Requirements and that hires and provides work experience to the Client.
- (2) The Contractor will assess and approve applications from employers for a wage subsidy to hire a Client, based on the proposed work experience arrangement, a detailed job description and training plan, the wages to be paid, the duration of the placement, the Client activities proposed, the likelihood of a successful placement for the Client with the employer and in accordance with any applicable Ministry Policy.
- (3) The Contractor will negotiate with an employer the amount and duration of wage subsidy Financial Supports based on the Client's need for work experience and skills enhancement, the Client's prospects for obtaining ongoing employment with the employer and in accordance with applicable Ministry Policy.
- (4) The Contractor will ensure the duration of the placement and wage the Client receives are directly related to the complexity of the job and the Client's ability and skills.
- (5) Before the Contractor approves a Client for a wage subsidy and enters into an agreement with an Employer to provide a wage subsidy for the Client, the Contractor will confirm with the Ministry that the Client is an EI Client.
- (6) If an employer is prepared to commit to providing long-term employment for a Client who is a Person with Disabilities, in accordance with Ministry Policy, the Contractor may provide Financial Supports to contribute to the cost of workplace modifications necessary to accommodate the Client.
- (7) The Contractor will notify any employer providing a Client with a wage subsidy placement that the employer bears the responsibility of providing WorkSafeBC coverage for the Client.

2.3.6 Determine Financial Supports for Work Experience Placements

Paid (JCP) Placements

- (1) The Contractor may provide, in accordance with Ministry Policy, Financial Supports to any EI Client in Client Tier 2 or Client Tier 3 participating in a JCP project who meets applicable Ministry Eligibility Requirements, as follows:
 - (i) Living supports for EI Clients who are not eligible for EI Benefits, or who receive EI Benefits at a rate below the living support allowance rate for the Program established in accordance with Ministry Policy; and
 - (ii) Temporary Financial Supports required for Program participation, for transportation, dependent care and disability-related needs.
- (2) If a Client participating in a JCP project receives financial assistance from the organization operating the JCP project, the Contractor may provide the Client with Financial Supports; however, the Contractor must ensure that the Financial Supports do not duplicate any of the financial assistance provided to the Client by the organization operating the JCP project.
- (3) Before the Contractor provides a Client with Financial Supports pursuant to paragraph (1), the Contractor will, in accordance with Ministry Policy:
 - (i) Confirm with the Ministry that the Client is an EI Client;
 - (ii) Confirm with the Ministry that the Client is an Active EI Claimant or or has applied for EI Benefits and is eligible for them ;
 - (iii) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them; and
 - (iv) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral.

Wage Subsidy Placements

- (4) The Contractor may provide to any Client in Client Tier 2 or Client Tier 3 participating in a wage subsidy placement with an employer and who meets applicable Ministry Eligibility Requirements, temporary (for a maximum of four weeks) Financial Supports, based on the Client's financial need and in accordance with Ministry Policy, for transportation, dependent care or disability-related needs required for Program participation.



Unpaid Placements

- (5) The Contractor may arrange for a Client in Client Tier 2, Client Tier 3 or Client Tier 4 who meets applicable Ministry Eligibility Requirements, to participate in an unpaid work experience placement in accordance with applicable Ministry Policy if:
 - (i) The Client is not eligible for a paid work experience placement;
 - (ii) The Client needs to acquire work experience and skills; and
 - (iii) Participating in the placement will improve the Client's Employment Readiness.
- (6) The Contractor may arrange for a Client to participate in the types of unpaid work experience placements that are described in Ministry Policy, including:
 - (i) Work placements with for profit employers, but only in exceptional circumstances that will produce clear and specific Employment Readiness benefits to a Client and a reasonable likelihood of ongoing employment; and
 - (ii) Volunteer placements with not-for-profit organizations, but only if the placement will help the Client assess or improve Employment Readiness.
- (7) The Contractor will ensure that the duration and number of unpaid work experience placements in which a Client participates are in accordance with Ministry Policy.
- (8) The Contractor will assess a Client's need for financial assistance to participate in a unpaid work experience placement, and may provide the following Financial Supports to any Client that is eligible in accordance with Ministry Policy:
 - (i) Transit tickets or passes;
 - (ii) Gas allowance if public transportation is not available;
 - (iii) Work clothes;
 - (iv) Work safety equipment; and
 - (v) Disability supports, aids or devices for People with Disabilities.
- (9) For any Client in an unpaid work experience placement, the Contractor must:
 - (i) Provide WorkSafeBC coverage for the Client and assume all responsibilities, including those imposed by the *Workers Compensation Act* (BC), for workplace safety at any placement worksite; or



- (ii) Ensure that the placement host provides WorkSafeBC coverage for the Client and meets all responsibilities, including those imposed by the *Workers Compensation Act* (BC), for workplace safety at any placement worksite.

2.4 Develop and Revise Action Plan

2.4.1 Develop or Renew Action Plan

- (1) The Contractor will develop an Action Plan, in accordance with Ministry Policy, for every Client it accepts for Case Management. In developing an Action Plan, the Contractor will collaborate with the Client and reach agreement on the objectives, Services, activities and tasks recorded in the Action Plan.
- (2) The Contractor will review a Client's file prior to developing an Action Plan, and determine whether the Client has an existing Action Plan.
- (3) For most Clients, the Contractor will develop an Action Plan immediately after the Contractor completes the Client's MDNA.
- (4) For 80% of the BCEA Clients the Contractor accepts for Case Management, the Contractor must finalize an Action Plan within 10 Business Days of the Client's initial MDNA interview.
- (5) The Contractor will ensure that each Client completes sufficient labour market research in relation to the Client's Employment and career goals before finalizing the Client's Action Plan. The Contractor will support the Client's research by assisting the Client to access relevant and accurate information that will inform the Client's Action Plan.
- (6) A Client's Action Plan will include:
 - (i) the Client's name and basic identifying information;
 - (ii) the Client's skills, strengths, employment considerations and employment needs;
 - (iii) the Client's Employment Objectives (including the applicable 4 digit National Occupation Codes if known), which must be realistic and achievable within a reasonable time;
 - (iv) LMI that supports the Client's Employment Objectives;
 - (v) Self-Serve Services, Case Managed Services, or steps or activities the Client will take independently, required for the Client to improve Employment Readiness, undertake job search activities, improve

- labour market self-sufficiency and achieve or maintain Labour Market Attachment;
- (vi) Financial Supports required for the Client to participate in Case Managed Services, undertake job search, improve labour market self-sufficiency and achieve or maintain Labour Market Attachment;
 - (vii) Any additional Services the Client requires, such as referrals to community organizations;
 - (viii) Activities and tasks the Client will undertake, independently or with the Contractor's assistance, to improve Employment Readiness, support job search activities, improve labour market self-sufficiency and achieve or maintain Labour Market Attachment or Community Attachment;
 - (ix) Key milestones or timeframes for reviewing and measuring the Client's progress;
 - (x) The Client's and the Contractor's obligations and responsibilities respecting the Action Plan;
 - (xi) A description of how the Client's progress will be reviewed and a record of the Client's progress;
 - (xii) The date the Action Plan was finalized; and,
 - (xiii) The signatures of the Contractor and the Client acknowledging agreement with and commitment to the Action Plan.
- (7) The following principles will guide the Contractor's development of each Client's Action Plan:
- (i) The Action Plan must be realistic and achievable, suit the Client's needs and support the Client in achieving Sustainable Employment as quickly as possible;
 - (ii) The Contractor must be able to effectively support the Client in relation to the Client's Employment Objectives;
 - (iii) The Contractor will provide Services and Financial Supports to Clients based on accurate and sound LMI;
 - (iv) The Contractor may choose not to support a Client's Employment Objectives that are based on inaccurate or unsound LMI;
 - (v) If the Contractor concludes that the LMI a Client is relying on is not supportable, the Contractor will continue to work with the Client to develop realistic Employment Objectives that are achievable within a reasonable time;
 - (vi) If the Contractor chooses not to support a Client's Employment Objectives the Contractor must discuss its reasons with the Client, and fully document those reasons and the discussion in the Client File;
 - (vii) If a Client disagrees with the Contractor's decision not to support the Client's Employment Objectives, the Contractor will make the

Client aware of the processes available to review the Contractor's decision;

- (viii) Most Clients should achieve Labour Market Attachment in a few weeks or months;
 - (ix) Some Clients may take longer and require more support to achieve Labour Market Attachment, which the Contractor must consider in relation to the financial maximums for Financial Supports and Fees described in Schedule B to the Agreement;
 - (x) The Contractor may provide any Service or Financial Support to or for a Client only once, except as may otherwise be permitted in accordance with Ministry Policy;
 - (xi) There is no maximum duration for Client participation in the Program, however, the Contractor will ensure that Clients progress steadily through their activities; and
 - (xii) A Client that needs only job search Services and supports should usually receive these supports and complete the Client's Action Plans within 12 weeks from the date of the Client's MDNA interview.
- (8) The Contractor will provide each Client with a copy of the Client's finalized and signed Action Plan.
- (9) The Contractor will ensure that each BCEA Client's Action Plan is consistent with any Employment Plan the Client has. The Contractor will fully inform the Ministry in accordance with Ministry Policy, using ICM, about any failure by a BCEA Client to meet the Client's obligations and responsibilities respecting or under the Action Plan.
- (10) The Contractor will fully document in each Client's Action Plan:
- (i) The Client's specific need that each Service, activity, task or Financial Support in the Action Plan will address;
 - (ii) Who is responsible for completing each Service, activity or task;
 - (iii) When each service, activity or task is to be completed; and,
 - (iv) The Client's progress toward Employment Readiness, Employment Objectives and Labour Market Attachment.
- (11) For each Employment Objective in a Client's Action Plan, the Contractor will record a rationale explaining the factors considered in creating the Employment Objective, and how the Services, activities, tasks and Financial Supports in the Action Plan address the Client's need and circumstances and labour market conditions.

- (12) For any Client with an existing or previous Action Plan when the Contractor accepts the Client for Case Management, the Contractor:
- (i) Will review all relevant available information with the Client;
 - (ii) Will fully document the Client's outcomes from the Action Plan in the Client File;
 - (iii) Will fully document a rationale for each Service, activity, task or Financial Support in the Action Plan that is not complete;
 - (iv) May begin providing Services and Financial Supports to the Client in accordance with the Action Plan;
 - (v) May, with the Client's agreement, make necessary changes to the Action Plan;
 - (vi) May, if the Client's needs or circumstances have changed significantly, which the Contractor must fully document in the Client File, Renew the Action Plan; and,
 - (vii) May not provide Services or Financial Supports to the Client that repeat services or Financial Supports the Client previously received under the Action Plan unless it is clearly necessary, which the Contractor must fully document in the Client File, in accordance with any applicable Ministry Policy.

2.4.2 Revise or Update Action Plan

- (1) The Contractor will meet with each Client regularly to provide employment counseling support to the Client and monitor the Client's progress in or completion of identified Services, activities and tasks in the Action Plan.
- (2) Subject to paragraph (3), the Contractor may change a Client's Action Plan as necessary and with the Client's agreement, to add, adjust, or discontinue specific Services or Financial Supports as the Client progresses towards greater labour market self-sufficiency, or if the Client's circumstances change.
- (3) The Contractor may make a change to an Action Plan pursuant to paragraph (2), only if:
 - (i) The change is appropriate given the Client's Employment Service needs, and,
 - (ii) The change does not cause the Contractor to exceed any limits on Fees for Services or Financial Supports imposed pursuant to Schedule B to this Agreement.
- (4) The Contractor may revise or update a Client's Action Plan by changing:
 - (i) A Service delivery channel;

- (ii) A method of delivering a Service; or,
 - (iii) A funding source or a level of Service or Financial Support, if in accordance with Ministry Eligibility Requirement.
- (5) The Contractor will record the rationale for any change to a Client's Action Plan in the Client File.
- (6) The Contractor may develop a new Action Plan for a Client, in accordance with Ministry Policy, if the Client must make significant changes to the Client's Employment Objectives as the result of an exceptional change in the Client's employment needs or circumstances, such as:
 - (i) A significant permanent change in health, mobility, sensory or cognitive function;
 - (ii) A diagnosis of a previously unknown mental health, learning disability or cognitive impairment; and,
 - (iii) A significant labour market change that results in the Client's current Employment Objective no longer being viable and the Client having no other reasonable Employment options.
- (7) If the Contractor develops a new Action Plan for a Client the Contractor:
 - (i) May only provide the Client with Services under the new Action Plan that are necessary for the Client to achieve Labour Market Attachment or Community Attachment;
 - (ii) May not provide any Services or Financial Supports to the Client that repeat Services or Financial Supports that the Contractor provided to the Client under the previous Action Plan; and,
 - (iii) Will fully document the need for a new Action Plan in the Client File.

2.4.3 Revise or Update Action Plan – Transferred Clients and Transitioning Clients

- (1) The Contractor will meet with any Transferred Client or Transitioning Client to review the Client's Action Plan and progress towards the Client's Employment Objectives, obtain any necessary documents not included in the Client File transferred to the Contractor and determine if the Client's Action Plan requires revision or updating.
- (2) The Contractor will honour all obligations and commitments in any Transferred Client's or Transitioning Client's Action Plan, including Financial Supports and financial agreements, and ensure any ongoing payments to the Client, or an employer (if the Client is participating in a wage subsidy placement that will continue), are not interrupted.

- (3) If a Client that receives Service from the Contractor under this Schedule, transfers to receive Program Services outside the Contractor's Catchment Area, the Contractor will ensure that the Client File is updated, transfer any necessary documents to the person who will be providing Program Services to the Client and cooperate with that person to ensure any ongoing payments to the Client, or an employer (if the Client is participating in a wage subsidy placement) are not interrupted.

2.4.4 Establish Financial Agreement

- (1) The Contractor will administer Financial Supports, in accordance with Ministry Policy, to Clients that are eligible for financial assistance in accordance with Ministry Eligibility Requirements and to employers that provide wage subsidy placements for Clients.
- (2) The Contractor will document any Financial Agreement with a Client or employer in accordance with Ministry Policy and using only forms developed specifically for those purposes by the Province.
- (3) The Contractor will make any payments to Clients or employers in accordance with Ministry Policy, including strict adherence to any payment Schedule established by Ministry Policy.
- (4) The Contractor will manage Client and employer eligibility for Financial Supports, information requirements related to Financial Supports and processes for suspending, discontinuing and re-starting Financial Supports in accordance with Ministry Policy.

2.4.5 Renewal of (Financial) Agreements (Multi-Year Training)

- (1) The Contractor may provide Financial Supports for a multi-year training program to or for any Client if the multi-year training program is part of the Client's Action Plan. However, subject to paragraph (2), the Contractor will negotiate and enter a Financial Agreement with a Client for Financial Supports for no more than 12 months at a time. Financial Support for a second and any subsequent period of training of up to 12 months each is conditional on the Client successfully completing the preceding period of training, the Client having ongoing financial need and the funds for the Financial Support being available to the Contractor from the Province under this Agreement.

- (2) If a Client has a multi-year training program that is not divided into semesters, the Contractor may enter a Financial Agreement with the Client for multi-year Financial Support
- (3) The Contractor will ensure that any discontinuation or re-start of a Client's multi-year Financial Agreement is done in accordance with Ministry Policy.

2.5 Monitor Client Progress

2.5.1 Review Activities and Results (ongoing)

- (1) The Contractor will support and monitor the progress of each Case Managed Client by
 - (i) Reviewing the Client's progress with the Client and comparing it against the Client's Action Plan;
 - (ii) Deciding collaboratively with the Client on the Client's next steps and any revisions required to the Client's Action Plan; and,
 - (iii) Requiring from any Case Managed Client accessing Self-Serve Services, regular updates on the Client's progress and results of specific Services, activities or tasks.
- (2) The Contractor will fully document the results of a Client's Services, activities or tasks, including any activities or tasks the Client completes independently, and attach to the Client File an electronic copy of any relevant documents, including but not limited to agreements, receipts and progress reports.
- (3) The Contractor will, in accordance with Ministry Policy, make arrangements with each Client regarding the frequency and method of the Contractor's contact with the Client. The Contractor may vary the frequency and method of the Contractor's contact depending on each Client's employment needs and duration of Services. However, the Contractor must contact Case Managed Clients at intervals no greater than 2 weeks until a Client Outcome is achieved, with the exception of Clients receiving long-term Services such as training, Self-Employment Services and paid work experience placements, who the Contractor will contact in accordance with Ministry Policy.
- (4) The Contractor will identify reasonable checkpoint and milestone dates for any Client receiving service from an individual or organization that is not a Service Provider, or in a work or volunteer placement with an employer or other organization. On those checkpoint and milestone

dates, the Contractor will ensure the Client is receiving the service or participating in the work or volunteer placement and confirm the Client's progress. The Contractor may disclose a Client's personal information in the course of monitoring the Client's progress only if permitted to do so under the *Freedom of Information and Protection of Privacy Act* and then only to the extent necessary. The Contractor will fully document all Client progress reports in the Client File.

- (5) The Contractor will meet with each Client who achieves a Client Outcome, or completes all steps, Services and activities in the Client's Action Plan, to review the results achieved and determine any additional steps. For any Client who completes the Client's Action Plan, the Contractor may decide to update the Action Plan with revised Services or Financial Supports if the Client has a documented need.
- (6) The Contractor may support any Client who achieves Community Attachment to return to the Program if the Client is at a higher level of Employment Readiness than when the Client achieved Community Attachment and is ready to work towards Labour Market Attachment. If such a Client returns to the Program before the end of the Client's 24 week follow up period, the Contractor may Renew the Client's Action Plan.
- (7) When a BCEA Client achieves a Client Outcome, the Contractor will
 - (i) Inform the Client that the Contractor is required to notify the Ministry; and
 - (ii) Provide to the Ministry, in accordance with Ministry Policy, detailed information about the Client Outcome, including any change in the Client's Employment status.
- (8) The Contractor will, in accordance with Ministry Policy, notify the Ministry immediately if any BCEA Client referred to the Contractor by the Province fails to follow through with or participate in any activity, including attending any scheduled appointment, as set out in the Client's Action Plan.

2.5.2 Review Each Service Result at Completion

The Contractor will review each Client's Action Plan on a regular basis to determine and record the progress and completeness of each Service, Financial Support, activity and task identified in the Action Plan, as well as any resources the Client accesses.

2.5.3 Have Contact on Agreed-Upon Schedule

- (1) The Contractor will regularly contact each Client in accordance with a schedule agreed to between the Contractor and the Client. The Contractor will fully document the Client's progress, each action taken and the service delivery channel used.
- (2) If any BCEA Client referred to the Contractor by the Province fails to maintain contact with the Contractor as agreed, the Contractor will document that failure in the Client File and notify the Ministry through ICM. The Contractor will make every effort to contact such a Client and will fully document these efforts, including the contact arrangements with the Client, the Contractor's efforts to contact the Client and the results of those efforts.

2.5.4 Resolve Issues

The Contractor will support any Client participating in a work experience placement as may be necessary to maintain the Client's employment and achieve a successful outcome. This may include discussing issues with the employer and the Client, however, the Contractor should support the Client in resolving issues as independently as possible. The Contractor may, in accordance with Ministry Policy, provide appropriate Financial Supports or Services to assist the Client to successfully complete the placement.

2.5.5 Confirm Client Progress

- (1) The Contractor will collaborate with other organizations as necessary to coordinate a Client's Action Plan Services and Financial Supports. The Contractor will fully document the Client's attendance at or participation in Services provided by other organizations, including a rationale for any non-attendance. If necessary, the Contractor may contact the organization about the Client's attendance.
- (2) If a Client fails to follow through on any commitment with another organization for an Action Plan task, activity or Service, the Contractor will intervene as needed and support the Client in successfully completing the Service.

2.5.6 Confirm Training Progress

- (1) Using information provided by a Client, the Contractor will confirm and record the Client's progress in any training and attendance at the

training, including a rationale for any non-attendance. If the Client fails to follow through on any training commitment, the Contractor will, as necessary and appropriate, intervene and support the Client in successfully completing the training.

- (2) The Contractor will assess any request by a Client for a change to Financial Supports during training and determine, in accordance with Ministry Policy, whether the Contractor can accommodate the request.
- (3) The Contractor will fully document a Client's completion of any training, including completion date, evidence (such as a transcript of grades) to confirm completion and the Client's employment related needs and status at completion.

2.5.7 Monitor Paid and Unpaid Work Experience Placements

- (1) The Contractor will monitor and support a Client's progress in any work experience placement. The Contractor will schedule and attend, throughout the placement, regular meetings with the Client and the work experience placement employer.
- (2) The Contractor will support the success of a Client's work experience placement and ensure it is achieving the Client's work experience goals by:
 - (i) meeting with the Client and the employer at least every six weeks, including a minimum of two on-site visits, to monitoring the Client's progress;
 - (ii) Supporting the Client and the employer to resolve any issues that arise during the placement; and
 - (iii) Providing eligible Services and Financial Supports to or for the Client as needed.
- (3) The Contractor will fully document in the Client File, any issues identified, the resolution of those issues, and any Services or Financial Supports provided to or for the Client.
- (4) Before, but near to the completion date of the work experience placement, the Contractor will meet with the Client and the employer and discuss the outcome of the placement. If the Client will be employed by the employer on an ongoing basis, the Contractor will record the Client Outcome and provide the Client with the follow-up Services.

- (5) If the Client will not be employed by the employer on an ongoing basis after the placement is completed, the Contractor will discuss the placement experience with the Client and develop next steps for the Client.

2.5.8 Contact Attempts for Clients Who Fail to Make Contact at Agreed Upon Schedule

- (1) If a Client fails to keep an appointment or attend a scheduled workshop, the Contractor will make at least 3 attempts over a 2 week period to contact the Client to determine why the Client missed the appointment and to reschedule. The Contractor will attempt to contact the Client by a means of communication that the Client agreed to in advance or other means as appropriate. The Contractor will fully document in the Client File all efforts to contact the Client, the results of those efforts, the Client's reasons for missing a scheduled appointment and any other discussion with the Client.
- (2) The Contractor will inform any Client that is not a BCEA Client, who refuses to reschedule an appointment or workshop that the Contractor will close the Client's file and provide no further Services or Financial Supports.
- (3) The Contractor will inform any Client that is not a BCEA Client, who misses 3 appointments that if the Client misses any subsequent appointment without prior notification the Contractor will terminate Service to the Client.
- (4) The Contractor will inform, by registered letter in accordance with Ministry Policy, any Client receiving Financial Supports who fails to comply with the Client's check-in obligations, that the Financial Supports will be suspended.
- (5) If a BCEA Client with an Employment Plan misses an appointment or scheduled check in, the Contractor will notify the Ministry immediately using ICM. If a BCEA Client with an Employment Plan fails to schedule an initial appointment with the Contractor within ten (10) Business Days of the date the Ministry refers the Client to the Contractor for Case Management, the Contractor will immediately notify the Ministry using ICM.

- (6) The Contractor will have and utilize expedited processes, in accordance with Ministry Policy, to reschedule appointments for BCEA Clients who miss appointments.
- (7) If any BCEA Client referred to the Contractor by the Province, fails to fulfill the Client's Action Plan commitments, the Contractor will document that failure in the Client File and notify the Ministry through ICM. The Contractor will make reasonable efforts to support such a Client in completing the Client's Action Plan commitments. The Contractor must not provide direction or advice to the Client on BCEA eligibility criteria or compliance requirements. The Contractor will direct Clients to the Ministry for this information.
- (8) If the Contractor has no contact with a Client for a period of 6 weeks after it has used its best efforts to contact the Client, the Contractor will close the Client's file.

2.6 Manage Client File Services

2.6.1 Open Client Case Management File

The Contractor will create a Client File for each Case Managed Client, if one is not already established. For any Case Managed Client that is a BCEA Client, the Province will provide the Contractor with information from the Client's BCEA file in accordance with Ministry Policy.

2.6.2 Maintain/Document Client Case Management File

The Contractor will ensure that all relevant information respecting a Service or Financial Supports provided to or for a Client is recorded in the Client File within One Business Day of providing the Service or Financial Supports.

2.6.3 Close Client Case Management File

- (1) When a Client completes all activities and Services identified in the Client's Action Plan without achieving Labour Market Attachment or Community Attachment, the Contractor will meet with the Client and determine whether additional Services are needed. If the Contractor and the Client agree that further Case Management is not needed, the Contractor will encourage the Client to continue accessing Self-Serve Services, and inform the Client that the Client may request Case Management if needed.

- (2) If a Client is no longer needing or receiving Services, the Contractor will determine, in accordance with Ministry Policy, when it is appropriate to close the Client's file, which in any event will be no less than 12 weeks after the Client completes the Client's Action Plan,
- (3) When closing a Client's file, the Contractor will:
 - (i) Fully document any Services in the Client's Action Plan that were not completed;
 - (ii) Fully document the Client's Action Plan outcomes;
 - (iii) Recover outstanding Client debts or loaned items;
 - (iv) De-commit any resources committed to the Client (to permit other Clients to access the resources);
 - (v) Fully document the reason for closing the Client's file, including any related discussion with the Client; and
 - (vi) Immediately notify the Ministry if the Client is a BCEA Client referred to the Contractor by the Province.

2.7 Follow-Up Services

2.7.1 Case Management Activities to Support Client Outcomes

- (1) The Contractor will provide needed follow-up Services and Financial Supports to any Client that achieves a Client Outcome as necessary to support the Client to maintain the Client Outcome; including contacting the Client at a minimum at 4 weeks, 12 weeks and 24 weeks after the date the Client achieves the Client Outcome.
- (2) The Contractor will reach an agreement with each Client on the method of follow up contact to be used, and the Contractor will encourage the Client to contact the Contractor at any time during the follow up period should they require support, advice or Service. The Contractor will record in each Client File a plan for delivering follow-up Services, any Services the Contractor provides and all interactions the Contractor has with the Client.
- (3) If a BCEA Client achieves Labour Market Attachment, the Contractor will immediately notify the Ministry through ICM and, provide the Ministry with all pertinent Employment information, including start date of Employment, name of employer, occupation and wage or salary. The Contractor will direct any BCEA Client who achieves Labour Market Attachment to contact the Ministry for information about the impact of employment on the Client's eligibility for BCEA assistance.

2.7.2 Job Coaching

For any Client in Client Tier 3 or Client Tier 4 that obtains Insurable Employment, the Contractor will provide job coaching at the Client's work site if required for the Client to maintain Labour Market Attachment. Job coaching services include:

- (i) Providing on-site job accommodations, supports, adaptive aids, learning aids and other resources, devices, or aids needed to support the Client's employment;
- (ii) Providing skilled job coaches to assist employers and Clients with systematic workplace instructions to ensure success;
- (iii) Ensuring a well coordinated job retention system is in place with co-workers and job coaching staff providing supports as needed;
- (iv) Establishing or engaging with the Client's support system (family, friends, support people) to facilitate long-term job retention; and
- (v) Ensuring any individually designed Services or supports necessary for the Client's success, are received by the Client through the job coaching process and then transitioned to the employer and workplace support system.

2.7.3 Contact at Week 4 – Recording of Client Outcome

- (1) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. The Contractor will provide supports or Services needed for the Client to further maintain the Client Outcome. The Contractor will fully document in the Client File the results of this check-in.
- (2) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results in the Client File.

2.7.4 Contact at Week 12 – Recording of Client Outcome

- (1) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. The Contractor will provide supports or Services needed for the Client to further maintain the Client Outcome. The Contractor will fully document in the Client File the results of this check-in.

- (2) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results in the Client File.

2.7.5 Contact at Week 24 – Recording of Client Outcome

- (1) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. The Contractor will provide supports or Services needed for the Client to further maintain the Client Outcome. The Contractor will fully document in the Client File the results of this check-in.
- (2) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results in the Client File.
- (3) If the Client requires no additional Services or Financial Supports, the Contractor will close the Client's file, regardless of whether the Client has maintained Employment or not.

2.7.6 Job Maintenance or Retention Services – Job Development or Customized Employment Development 1–36 Weeks

If a Client in Client Tier 3 or Client Tier 4 that requires job development or customized employment development services to find Employment, achieves Labour Market Attachment, the Contractor will, if essential, during the 36 weeks immediately after the Client achieves the Labour Market Attachment, provide the Client with extensive job maintenance or retention follow-up Services that increase the Client's ability to maintain the Labour Market Attachment, including:

- (i) Providing on the job support to the Client and the Client's employer when additional support is needed to maintain Employment past the usual 24 week contact period;
- (ii) Assisting the Client and employer to resolve issues that may impact the Client's ability to maintain Employment;
- (iii) Mediating any work conflicts arising between the Client and the employer;

- (iv) For any Client who is a Person with Disabilities, identifying and arranging for necessary accommodations and supports for the Client to continue in Employment;
- (v) Providing any other Financial Supports the Client requires;
- (vi) Monitoring the Client's progress as required, but no less than weekly;
- (vii) Full documenting in the Client File all contact with the Client, all Services provided to the Client and any issues arising and their resolution; and,
- (viii) At week 36, evaluating the need for ongoing Service.

2.7.7 Job Maintenance or Retention Services – Job Development or Customized Employment Development 37– 48 Weeks

If pursuant to paragraph 2.7.6 (viii) above, the Contractor determines that exceptional circumstances make it essential for a Client in Client Tier 3 or Client Tier 4 to receive job maintenance or retention follow-up Services for longer than 36 weeks to maintain Labour Market Attachment, the Contractor may provide the Services described in paragraphs 2.7.6 (i) to (vii) for up to an additional 12 weeks. The Contractor must fully document in the Client File the rationale for providing these Services.

3.0 Case Managed Services

- (A) The Contractor will provide Financial Supports and Services to Case Managed Clients that the Contractor determines are eligible in accordance with Ministry Eligibility Requirements and need Financial Supports and Services to achieve Labour Market Attachment or Community Attachment.
- (B) The Contractor will fully document any Financial Supports and Services it provides to or for any Case Managed Client in the Client File in accordance with Ministry Policy.

3.1 Administer Financial Supports

- (1) The Contractor may only provide a Client with Financial Supports identified in the Client's Action Plan as necessary and in accordance with Ministry Policy.
- (2) The Financial Supports the Contractor provides to or for a Client may include:
 - (a) Job search supports, including supports that enable the Client to access Services;
 - (b) Job start supports; and,

- (c) Supports to participate in training, paid or unpaid Work Experience placements or self-employment Services.
- (3) The Contractor may provide an eligible Client with Financial Supports at any time during Case Management.
- (4) The Contractor will establish policies and procedures to avoid or mitigate the risk of financial loss associated with providing Financial Supports to Clients. These policies and procedures will include, but will not be limited to:
 - (a) Avoiding providing cash to Clients whenever possible by providing Financial Support in-kind, as non-transferable retail outlet coupons or by other methods that ensure Financial Supports are used for intended purposes;
 - (b) Requiring Clients to acknowledge in writing, the receipt of any Financial Supports;
 - (c) Entering into a Financial Agreement with any Client before the Contractor provides the Client with any specific Financial Support that exceeds a threshold amount determined by the Ministry and described in Ministry Policy; and,
 - (d) Using, whenever possible, direct deposit to a bank account to pay Financial Supports that the Contractor provides directly to Clients.
- (5) The Contractor will not provide any Client with any Financial Support that duplicates:
 - (a) Supplements provided by the Ministry under the EA Act or the EAPWD Act, or conflicts with the general purpose of those supplements;
 - (b) Benefits provided by Canada under Part 1 of the EI Act;
 - (c) Any other financial assistance provided by the Province or Canada;
 - (d) Assistance provided by an ASETS Agreement Holder; or
 - (e) Assistance provided to the Client by any other individual or organization that the Client is eligible to receive from such an individual or organization.
- (6) The Contractor will stop payment of Financial Supports to any Client that fails to comply with the terms of the Client's Financial Agreement.
- (7) If the Contractor makes an overpayment of Financial Supports to or for a Client, the Contractor will take all reasonable steps, in accordance with Ministry Policy, to recover the overpayment. The Contractor may forego collection of an overpayment from a Client, or transfer an unrecovered Client overpayment to the Ministry for collection only in accordance with Ministry Policy.

3.1.1 Living Supports

- (1) The Contractor may provide Financial Supports to a Client to assist with living expenses, based on the Client's level of financial need and in accordance with Ministry Policy, using cost of living guidelines provided by the Ministry, or based on flat rate allowances determined by the Ministry and described in Ministry Policy.
- (2) The Contractor will, in accordance with Ministry Policy, enter into a Financial Agreement with any Client receiving living supports and pay the Financial Supports directly to the Client every two weeks from the start date until the Financial Agreement is completed or terminated.

3.1.2 Transportation Supports

To assist a Client with transportation essential for job search, job start or Program participation, the Contractor may provide the Client with Financial Support in the form of:

- (i) Transit tickets and passes;
- (ii) Gas cards or a kilometric rate in accordance with Ministry Policy; or
- (iii) For a Client who is a Person with Disabilities, a vehicle insurance subsidy.

3.1.3 Dependent Care

The Contractor may provide Financial Supports to a Client, in accordance with Ministry Policy, to assist with dependent care essential for job search, job start or Program participation.

3.1.4 Essential Work Clothing Support

The Contractor may provide Financial Supports to a Client to acquire specific work and safety clothing essential for job start, including:

- (i) Work shoes or boots;
- (ii) Rain gear; and,
- (iii) Other essential work attire such as mandatory uniforms.

3.1.5 Essential Work Supplies, Tools or Equipment

The Contractor may provide Financial Supports to a Client to acquire work supplies, tools, or equipment essential for job start, including:

- (i) Safety clothing;
- (ii) Work tools; and,
- (iii) Equipment.

3.1.6 Books and Supplies Required for Course(s)

- (1) The Contractor may provide Financial Supports to a Client to assist with the cost of acquiring books and supplies required to participate in training. Clients are expected to contribute to these costs, which may include:
 - (i) Textbooks;
 - (ii) Paper;
 - (iii) Pens or pencils; and,
 - (iv) Notebooks.
- (2) The Contractor may provide Financial Supports for books and supplies to Clients participating in Short-Term Orientation and Certificate Training.
- (3) If the Contractor provides Financial Supports for books and supplies in a form that allows a Client to purchase the items directly, the Contractor will require the Client to acknowledge in writing that the Client received the Financial Support.

3.1.7 Tuition

- (1) The Contractor may provide Financial Supports to a Client to assist with tuition costs for public or private institutions in accordance with Ministry Policy.
- (2) The Contractor may not provide Financial Supports for tuition directly to any Client participating in Short-Term Orientation and Certificate Training.

3.1.8 Other Incidental Training-related Costs and Fees

The Contractor may provide Financial Supports to a Client to assist with costs that are incidental to training. Clients are expected to contribute to these costs, which may include:

- (i) Student union fees;
- (ii) Lab fees;
- (iii) Cost of living away from home when essential for Program participation;
- (iv) Cost of overnight accommodation when long distance travel is necessary to attend training;
- (v) Tutoring costs when identified by the training institution as necessary; and
- (vi) Required shoes or clothing, such as uniforms.

3.1.9 Personal Grooming and Hygiene

If a Client has no financial means to pay the costs for personal grooming or hygiene essential to support Program participation or prepare for Employment, the Contractor may provide Financial Supports, in accordance with Ministry Policy to the Client for those costs.

3.1.10 Food

The Contractor may provide Clients participating in Employment Support Services with Financial Supports, in accordance with Ministry Policy, for light lunches or snacks essential to support participation in full-day group workshops.

3.1.11 Licenses

The Contractor may provide Financial Supports to a Client, in accordance with Ministry Policy, to obtain a license that is essential for job search or job start, if the Client has no other means to acquire the license.

3.1.12 N/A

3.1.13 Wage Subsidy Work Experience Placements

The Contractor may enter into an agreement with any employer that is eligible in accordance with Ministry Eligibility Requirements, to provide Financial Supports in the form of a wage subsidy for a Client to whom the employer will provide work experience and skills enhancement identified in the Client's Action Plan as necessary. Specifically, in accordance with Ministry Policy, the Contractor will:

- (i) Agree to provide a wage subsidy for a specified period of time;
- (ii) Reimburse the employer for a negotiated portion of the Client's wages;
- (iii) Ensure the employer provides the Client with a suitable work plan that outlines specific job duties;
- (iv) Support the employer to develop a training and orientation plan that allows Client progress and employer support to the Client to be measured;
- (v) Obtain all required activity reports and financial information from the employer; and,
- (vi) Process employer claims for reimbursement within 5 Business Days.

3.1.14 Disability-Related Costs

3.1.14.1 Assistive Devices, Equipment or Technology

- (i) The Contractor may provide Financial Supports to a Client who is a Person with Disabilities in accordance with Ministry Policy, for devices, equipment or technology that the Client needs to assist the Client to participate effectively in labour market activities.
- (ii) The Contractor must obtain an assessment of any Client's specific needs for devices, equipment or technology. The Contractor will complete a financial needs assessment for the Client and arrange a loan, purchase, or contribution to the purchase of devices, equipment or technology the assessment confirms to be appropriate for the Client. The Contractor will ensure that the Client and the Client's employer, if applicable, contribute to the cost of the devices, equipment or technology whenever possible.
- (iii) Prior to providing Financial Supports to a Client for devices, equipment or technology the Contractor will research other potential sources of program and funding support for the Client's needs, and where available, support the Client in accessing these resources. The Contractor will fully document, in the Client File the Contractor's efforts to obtain alternative or additional resources, and the results of these efforts.
- (iv) The Contractor will ensure the Client can access any assessment, installation, training, support, repair or replacement necessary for the effective use of devices, equipment or technology the Contractor provides.

3.1.14.2 Workplace Access or Modification

- (i) The Contractor may provide Financial Supports to a Client who is a Person with Disabilities, in accordance with Ministry Policy, by assisting an employer with access or modification to a workplace to enable the employer to hire the Client for long term Employment.
- (ii) The Contractor will work with the employer to ensure the access or modification is cost-effective and creates a safe workspace that meets the needs of the Client.

- (iii) Prior to providing Financial Supports for access or modification to a workplace the Contractor will research other potential sources of program and funding support for the Client's needs, and where available and necessary, support the Client or employer in accessing these resources. The Contractor will fully document, in the Client File the Contractor's efforts to obtain alternative or additional resources, and the results of these efforts.

3.1.99 Other Financial Supports

The Contractor may provide Financial Supports to a Client, in accordance with Ministry Policy, for any item essential to job start that does not fall within other eligible categories, such as a criminal record check, if the Client has no other means to acquire the item.

3.2 Employment Support Services

- (A) Subject to paragraph (B), the Contractor may provide to any Case Managed Client, in accordance with Ministry Policy, any specific Employment Support Service that supports the Client to develop skills required to independently job search and effectively prepare for, obtain and maintain Employment, if the Client's Action Plan indicates that the specific Service is required.
- (B) The Contractor may not provide any Employment Support described in sections 3.2.2.1 to 3.2.2.5 to any Client in Client Tier 1.
- (C) The Contractor may provide Employment Support Services to Clients in Client Tier 2, Client Tier 3 or Client Tier 4 either by group-based workshops or by individual employment counselling or support sessions.
- (D) The Contractor will usually provide Employment Support Services to Clients in Client Tier 1 by group-based workshops. However, in exceptional circumstances, if it is not possible to deliver Employment Support Services to a Client in Client Tier 1 by group-based workshops, in accordance with Ministry Policy, the Contractor may deliver Employment Support Services to the Client by individual employment counselling or support sessions.
- (E) The Contractor will determine the topics for each specific Employment Support Service and the Contractor may design customized workshops with a single employment-related topic or with multiple employment-related topics. The Contractor may include any Essential Skills, including reading, writing,

numeracy and basic computer skills, as topics in any specific Employment Support Service described in paragraphs 3.2.1.1 to 3.2.6.99.

- (F) The Contractor will ensure that workshop group sizes, format and structure are appropriate for Clients to receive a high quality learning experience, and in accordance with Ministry Policy. The Contractor may also deliver some specific Employment Support Service topics through innovative means that meet Client learning needs.
- (G) The Contractor will provide workshops designed to meet the employment Service needs of a wide variety of Clients, including all Specialized Populations.
- (H) The Contractor may provide any Case Managed Client with access to any self-serve employment focused workshop (described in Part C, section 1.10 of this Schedule) included in the Client's Action Plan.
- (I) Subject to paragraph (J) if the Contractor determines that a Client needs an Employment Support Service workshop, the Contractor will provide the Client with an ESS (LMDA Funds) Workshop,
- (J) Notwithstanding paragraph (I), if the Contractor determines that a Client who is not an Active EI Claimant needs an Employment Support Service workshop and that an ESS (LMDA Funds) Workshop will not meet the needs of the Client, the Contractor will provide the Client with an ESS (Provincial Funds) Workshop.
- (K) If the Contractor provides ESS (Provincial Funds) Workshops to Clients who are Aboriginal Peoples, Immigrants, Persons with Disabilities, Multi-Barriered, or Survivors of Violence or Abuse, the Contractor will ensure that such workshops have content relevant to the Clients' particular Specialized Populations.
- (L) The Contractor will fully document Client attendance at Employment Support Service workshops, in accordance with Ministry Policy.
- (M) The Province may review, at any time, the Contractor's delivery of workshops, workshop curriculum and Client evaluations of workshops or documentation of Client attendance at workshops.



3.2.1 Employment Support Services – preparing Clients for job search or work

3.2.1.1 Identifying Employability Skills and Strengths

The Contractor will assist and support Clients in self-exploration that considers and identifies personal skills and strengths that affect employability. The Contractor may use this to assist the Contractor in determining whether a Client requires an FNA.

3.2.1.2 Labour Market or Career Research

The Contractor will assist and support Clients to understand and use LMI in making effective employment-related decisions.

3.2.1.3 Creating or Updating Resumes

The Contractor will assist and support Clients to learn effective resume drafting techniques and styles and develop individualized and job specific resumes.

3.2.1.4 Career Planning and Career or Occupational Choices

The Contractor will assist and support Clients to explore and understand options and make effective decisions about Employment, occupations and careers.

3.2.1.5 Using Internet and Email

The Contractor will assist and support Clients to using the internet and email to prepare to look for work or explore Employment, occupation or career options.

3.2.1.6 Employment Coaching

The Contractor will provide Clients who are actively job seeking with employment coaching and support services, including problem solving, advice and feedback to improve job search effectiveness.

3.2.1.7 Dressed for Employment Success

The Contractor will assist and support Clients to understand how to dress appropriately for interviews and on job sites.

3.2.1.8 Budgeting and Financial Planning

The Contractor will assist and support Clients to understand how to budget effectively during job search and plan a budget to facilitate returning to the workforce.

3.2.1.9 Time Management and Organizational Skills

The Contractor will assist and support Clients to manage time for job search and to develop practical organizational skills related to job search and Employment.

3.2.1.10 Building Self– Esteem

The Contractor will assist and support Clients to develop strategies and tools to build self esteem to ensure a more effective job search.

3.2.1.11 Recognizing, Understanding and Overcoming the Impacts of Abuse

The Contractor will provide Clients who are survivors of violence and abuse with coaching and support, including addressing isolation, self-care and personal safety that will enable effective Program participation and improve employability.

3.2.1.12 Personal Planning and Goal Setting

The Contractor will assist and support Clients to develop tools and strategies to plan and set personal goals to assist with preparing for work.

3.2.1.13 Stress and Anger Management

The Contractor will assist and support Clients to develop tools and strategies to better manage stress and anger, to enable effective job search and successful job placements.

3.2.1.14 Health Enhancement and Personal Care

The Contractor will assist and support Clients to obtain information and develop strategies related to health and personal care issues that may impede Employment success.

3.2.1.15 Self-Awareness

The Contractor will assist and support Clients to assess opportunities to improve personal and inter-personal awareness and effectiveness for Employment success.

3.2.1.16 Disability Management for Employment Readiness – Physical and Mental Health Issues

The Contractor will assist and support Clients to obtain information and develop strategies to manage disabilities that will enable effective preparation for and success in Employment.

3.2.1.17 Substance Abuse – Relapse Prevention or Harm Reduction

The Contractor will assist and support Clients with substance abuse history to obtain information and develop strategies that will prevent relapse and address other related issues in preparation for Employment.

3.2.1.18 Accessing the Hidden Job Market

The Contractor will assist and support Clients to obtain knowledge and skills related to informational interviews, networking and applying labour market research.

3.2.1.19 Identify and Access Transferable Skills or Prior Learning

The Contractor will provide Clients with knowledge and assist Clients to develop skills related to identifying transferrable skills and emphasizing transferrable skills in resumes and cover letters.

3.2.1.99 Other “Preparing for Job Search or Work” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or skills related to preparing for and necessary to successfully complete a job search.

3.2.2 Employment Support Services – assisting Client to obtain jobs and work experience

3.2.2.1 Placement Support – Job Development

(1) The Contractor will assist and support Clients from Specialized Populations and employers to undertake individualized job development if there is an existing job that requires adaptation to meet a Client's needs and the Contractor determines that this level of intensive and specialized service is essential for the Client to achieve and maintain Employment.

(2) The Contractor may not provide placement support – job development Services to any Client in Client Tier 1. The Contractor may provide placement support – job development Services to any Client in Client Tier 2 only in exceptional situations if such Services are clearly necessary for the Client to achieve Labour Market Attachment.

3.2.2.2 Placement Support – Customized Employment Development

(1) The Contractor will assist and support Clients from Specialized Populations or employers to identify, initiate, or create new jobs, including Self-Employment opportunities, that are

customized to the individual needs of a Client, if the Contractor determines that this level of intensive and specialized service is essential for the Client to achieve and maintain Employment.

- (2) The Contractor may not provide placement support – customized employment development Services to Clients in Client Tier 1 or Client Tier 2.

3.2.2.3 Placement Support – Unpaid Work Experience

- (1) The Contractor will support Clients to find and succeed in unpaid work experience placements by:
 - (i) Assisting Clients to find suitable placements that provide meaningful work experience and improve Employment Readiness;
 - (ii) Arranging placements for Clients;
 - (iii) Monitoring each placement, including by contacting the Client and employer, to ensure the Client is progressing in the placement; and
 - (iv) If necessary, assisting Clients and employers to resolve placement issues.
- (2) The Contractor may not provide unpaid work experience placement Services to Clients in Client Tier 1.

3.2.2.4 Placement Support – Wage Subsidy Work Experience

- (1) The Contractor will support Clients to obtain paid work experience leading to Sustainable Employment by:
 - (i) Promoting or marketing the concept of paid work experience to employers and eligible Clients;
 - (ii) Supporting Clients to find suitable placements, including by providing self-marketing support and individualized assistance and if necessary, by promoting or marketing Clients to employers;
 - (iii) Receiving applications for placements from Clients and employers;
 - (iv) Ensuring employers meet Ministry Eligibility Requirements for wage subsidies;
 - (v) Making regular contact with both the Client and employer to confirm progress and verify that the terms of the agreement are being upheld; and,
 - (vi) Monitoring each work experience placement, including by contacting the Client and employer weekly, to ensure the

Client is progressing in the placement and that the Client and the employer are meeting the terms of the placement agreement; and.

(vii) If necessary, assisting Clients and employers to resolve placement issues.

(2) The Contractor may not provide placement support – paid work experience (wage subsidy) Services to Clients in Client Tier 4.

3.2.2.5 Placement Support – Paid Work Experience (Job Creation Partnership Projects)

(1) JCP organizations will inform the Contractor of JCP projects in the Contractor's Catchment Area. The Contractor will refer eligible Clients who meet JCP project criteria to a JCP organization. It is the responsibility of the JCP organization to select its participants and enter into Financial Agreements with them.

(2) The Contractor will:

- (i) Review JCP projects in the Contractor's Catchment Area and determine those which might offer appropriate work experience opportunities for Clients based on the Client's needs and suitability;
- (ii) Refer eligible and suitable Clients to the JCP organization;
- (iii) Fully document the results of any referral in the Client File;
- (iv) Assist any Client accepted as a JCP participant, if necessary, to resolve any workplace issues that may arise;
- (v) Monitor each Client accepted as a JCP participant by contacting the Client and the JCP organization at least every six weeks to ensure the Client is progressing in the placement and by making at least two on-site monitoring visits during the term of the placement; and,
- (vi) Fully document the Contractor's monitoring of each placement in the Client File.

(3) The Contractor may not provide placement support – paid work experience (JCP projects) Services to Clients in Client Tier 4.

3.2.2.6 Job Search

The Contractor will assist and support Clients to undertake effective job searches, including identifying suitable work opportunities, understand local labour market conditions, and learn different approaches to job searching.

3.2.2.7 Job Shadowing

The Contractor will assist and support Clients by providing information necessary for finding effective job shadowing opportunities to supplement their job searches.

3.2.2.8 Cold Calling

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to successfully solicit Employment from employers who have not advertised job vacancies.

3.2.2.9 Post Interview Follow-Up

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to effectively contact employers after unsuccessful employment interviews to obtain and effectively use feedback.

3.2.2.10 Networking

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to effectively network for job search purposes, including using existing relationships to support job search and how to identify opportunities for employment networking in social and other environments.

3.2.2.11 Job Leads and Arranging Interviews

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to finding, following-up and using job leads effectively.

3.2.2.12 Interview Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to conducting employer research and preparing for and succeeding in job interviews.

3.2.2.13 Self-Marketing

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to identifying strengths and strategies to effectively market skills to potential employers.

3.2.2.14 Job-Seeker Employers' Forum

The Contractor will assist and support Clients by providing information sharing, networking and job matching sessions among Clients and with employers.

3.2.2.15 Job Club-like Services

The Contractor will assist and support Clients by providing multi-day job search sessions that combine a range of relevant job search topics with actual job search activities.

3.2.2.99 Other "Find Work" focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or skills related to and necessary for finding Employment.

3.2.3 Employment Support Services – assisting Clients to maintain Employment

3.2.3.1 Effective Workplace Behaviour

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to expected workplace behaviour, fitting into workplace culture, maintaining Employment and developing in the workplace

3.2.3.2 Workplace and Business Communication Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills for effective workplace communication; building supportive workplace relationships and teams and dealing with difficult situations in the workplace.

3.2.3.3 Effective Communication and Problem Solving in the Workplace

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies for effective problem solving in the workplace, maintaining respectful relationships when addressing workplace problems and communicating problems to supervisors and co-workers.

3.2.3.4 Effective Workplace Communication – Oral, Written or Non-verbal

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to specific methods of communication in the workplace, including email etiquette and effectiveness, understanding non-verbal

communication, perception checking, paraphrasing, summarizing, questioning, raising concerns and offering suggestions.

3.2.3.5 Understanding Workplace Symbols and Signs

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to safety and symbols used in the Canadian workplace; what they are and what they mean to workers.

3.2.3.6 Active Workplace Listening Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to listening to understand its effective use in the workplace.

3.2.3.7 Workplace Time Management and Organizational Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to time management for the workplace.

3.2.3.8 Workplace Assertiveness

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies for communicating assertively in the workplace.

3.2.3.9 Accepting, Starting and Maintaining Employment (to support job retention)

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to accepting Employment and transitioning from unemployment to the workplace.

3.2.3.99 Other “Maintain” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or develop any other skills related to and necessary for maintaining Employment.

3.2.4 Essential Employability Life Skills – Basic

3.2.4.1 Communicate

The Contractor will provide relevant information to Clients and assist and support Clients to develop verbal and written communication skills for the workplace.



3.2.4.2 Manage Information

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills relating to locating, gathering and organizing information and using appropriate technology and information systems.

3.2.4.3 Use Numbers

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills relating to numeracy for the workplace such as observing and recording data and using appropriate methods, tools and technology.

3.2.4.4 Problem Solving

The Contractor provide relevant information to Clients and assist and support Clients to develop skills and strategies related to solving problematic issues that arise in the workplace.

3.2.4.99 Other “Basic Skills” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge and develop any other basic skills related to and necessary for obtaining success in the workplace.

3.2.5 Essential Employability Life Skills – Teamwork

3.2.5.1 Demonstrate Positive Attitudes and Behaviours

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to personal attitudes and behaviours that impact the workplace, including understanding how to bring one’s best self to the workplace.

3.2.5.2 Be Responsible

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to being a responsible employee, including balancing work and personal life, being accountable for one’s actions and planning and managing time, money and other resources.

3.2.5.3 Be Adaptable

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to adapting to change in the workplace – both independently and as a member of a group.

3.2.5.4 Learn Continuously

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to continuous learning, growth and self-awareness necessary to be successful in the workplace, including personal strengths, attitude toward learning, and goal setting.

3.2.5.5 Work Safely

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to personal and group health and safety practices and procedures.

3.2.5.99 Other “Teamwork Skills” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or develop any other skills related to and necessary for working in a team environment.

3.2.6 Essential Employability Life Skills – Personal Management

3.2.6.1 Work with Others

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to understanding group dynamics and working effectively in a group environment.

3.2.6.2 Participate in Projects and Tasks

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to planning, designing or carrying out a project or task from start to finish with well-defined objectives and outcomes.

3.2.6.3 Life Skills: Parenting

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to managing parenting responsibilities effectively while balancing workplace responsibilities.

3.2.6.4 Life Skills: Housing and Being a Good Tenant

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to finding and maintaining suitable housing that will support a transition to Employment.

3.2.6.5 Life Skills: Cultural Awareness (including Aboriginal culture)

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and knowledge required to understand cultural employment-related issues and to integrate successfully into the Canadian work environment.

3.2.6.99 Other "Personal Management Skills" focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge and develop any other personal management skills required to maintain Employment.

3.3 Self-Employment – Orientation and Assessment

- (A) The Contractor must assess a Client as suitable and ready for Self-Employment, before accepting the Client for Self-Employment Services pursuant to Part C, section 5.0.
- (B) Subject to paragraph (C) the Contractor will provide Self-Employment orientation and assessment Services to a Client in Client Tier 2 or Client Tier 3 that:
 - (a) Meets applicable Ministry Eligibility Requirements,
 - (b) Demonstrates that no suitable Insurable Employment opportunity is available for the Client; and,
 - (c) Has an Action Plan indicating Self-Employment as an appropriate means for the Client to achieve labour market self-sufficiency.
- (C) Notwithstanding paragraph (B), before the Contractor provides Self-Employment orientation and assessment Services:
 - (a) To any EI Client, the Contractor will, in accordance with Ministry Policy,
 - (1) Ensure that the Client File contains confirmation that the Client is an EI Client,
 - (2) If the Client is an Active EI Claimant, ensure that the Client fully understands the Client's responsibilities under the EI Act regarding seeking and being available for work,
 - (b) To any BCEA Client, the Contractor will ensure, in accordance with Ministry Policy, that the Client has a PWD Designation or is a PPMB, and
 - (c) To any General Client who is a Person with Disabilities, the Contractor will verify, in accordance with Ministry Policy, that the Client has a disability.
- (D) The Contractor will ensure that Self-Employment orientation and assessment Services are delivered in accordance with applicable Ministry Policy by individuals having sufficient experience and expertise in Self-Employment assessment and workshop design and delivery.

- (E) For any Client who is a Person with Disabilities that requires customized Services because of the Client's disability, the Contractor will provide Self-Employment orientation and assessment Services pursuant to Part C, section 3.2.2.2 of this Schedule.

3.3.1 Mandatory Self-Employment Orientation and Assessment Workshop

- (1) The Contractor will deliver a workshop to Clients that provides:
 - (i) Information about what is involved for a person to be successful in Self-Employment;
 - (ii) Detailed information about Self-Employment Services;
 - (iii) An in-depth assessment of the Client's suitability and readiness to undertake Self-Employment;
 - (iv) Information the Client requires to thoroughly and effectively develop a business concept; and,
 - (v) Information regarding the requirements for preparing a thorough and effective application for Self-Employment Services.
- (2) The Contractor must provide Self-Employment orientation and assessment workshops as required in the Contractor's Catchment Area. The Contractor may deliver the workshop content to a Client on an individual basis if a group format is not practical.

3.3.2 Client Assessment

- (1) After a Client completes the Self-Employment orientation and assessment workshop, the Contractor will prepare a written assessment of the Client's suitability and readiness for Self-Employment Services that identifies strengths, any concerns related to the Client's business concept, and any suggestions for improving the business concept.
- (2) The Contractor's written report must recommend that a Client either receive or be denied business concept development and acceptance Services.
- (3) If the Contractor recommends that a Client receive business concept development and acceptance Services, the Contractor will refer the Client to receive those Services pursuant to section 3.3.3.
- (4) If the Contractor recommends that a Client be denied business concept development and acceptance Services, the Contractor will assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

3.3.3 Business Concept Development and Acceptance

- (1) The Contractor will provide business concept development and acceptance Services only to a Client referred for such Services pursuant to section 3.3.2 (3).
- (2) The Contractor will assist and support each Client to develop the Client's business concept, including by providing group format workshops or individual support if necessary and to complete an application for Self-Employment Services.
- (3) The Contractor will ensure that a Self-Employment Review Committee:
 - (i) Objectively assesses each Client's Self-Employment business concept for viability, feasibility and impacts on local businesses; employing a practical business view that incorporates relevant knowledge of the local business environment; and
 - (ii) Makes a definitive recommendation that the Client either receive, or not receive Self-Employment Services.
- (4) If a Self-Employment Review Committee recommends that a Client receive Self-Employment Services, the Contractor may accept the Client for Self-Employment Services in accordance with Ministry Eligibility Requirements. If the Contractor accepts a Client for Self-Employment Services, the Contractor will confirm the Client's start date for those Services and determine the Client's need and eligibility for Financial Supports, and any other Services or supports.
- (5) If a Self-Employment Review Committee recommends that a Client not receive Self-Employment Services, or recommends that a Client receive Self-Employment Services but the Contractor does not accept the Client for Self-Employment Services, the Contractor will assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.
- (6) The Contractor may establish a Self-Employment Community Review Board to support a Self-Employment Review Committee for the purpose of paragraphs (3) to (5).

4.0 Training

- (A) The Contractor will provide, in accordance with Ministry Policy, training Services or Financial Supports to or for any Case Managed Client that the Contractor determines is eligible in accordance with Ministry Eligibility

Requirements and whose Action Plan indicates that the Client requires training to obtain specific skills necessary to prepare for or participate in the labour market.

- (B) The Contractor will only provide a Client with Services or Financial Supports for training that leads to a certificate, diploma or degree.
- (C) Before the Contractor provides training Services or Financial Supports, other than Short-Term Orientation and Certificate Training, to an EI Client, the Contractor will, in accordance with Ministry Policy,
 - (a) Re-confirm with the Ministry that the Client is an EI Client;
 - (b) Confirm with the Ministry that the Client is an Active EI Claimant or has applied for EI Benefits and is eligible for them;
 - (c) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them; and
 - (d) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral and fully understands the Client's responsibilities under the EI Act regarding seeking and being available for work;
- (D) The Contractor will ensure that any BCEA Client referred to the Contractor by the Ministry has the prior approval of the Ministry before participating in any training that exceeds 120 days.
- (E) The Contractor will fully document any training Services or Financial Supports the Contractor provides to or any Client in the Client File in accordance with Ministry Policy.

4.1 Training – Essential Skills

- (A) The Contractor may provide Essential Skills training to or for any Client that the Contractor determines, in accordance with Ministry Policy, requires Essential Skills to achieve Labour Market Attachment.
- (B) The Contractor may provide Essential Skills training for reading, writing, numeracy and basic computer skills to or for any Client that needs any of these skills as a pre-requisite for specific skills training.
- (C) The Contractor may provide for Essential Skills training for reading, writing, numeracy and basic computer skills:
 - (a) In individual courses for each of these topics;
 - (b) In courses that combine two or more of these topics; or
 - (c) As incidental topics included in training described in Part C, sections 4.2, 4.3 and 4.5.

- (D) The Contractor may provide for Essential Skills training for skills other than reading, writing, numeracy and basic computer skills:
 - (a) In courses that combine two or more of these topics with the topics described in paragraph (B);
 - (b) In courses that combine two or more of these topics with job search or like skills topics; or
 - (c) As incidental topics included in training described in Part C, sections 4.2, 4.3 and to 4.5.

4.2 Training – Short-Term Orientation and Certificate Training

- (A) The Contractor may provide STOC Training to or for any Client if the STOC Training course is relevant to the Client's Employment Objective and the Contractor determines, in accordance with Ministry Policy, that the Client requires STOC Training to be competitive in the labour market.
- (B) The Contractor may deliver STOC Training to Clients itself or obtain it for Clients as a Purchased Service.
- (C) The Contractor will ensure that all STOC Training is delivered by qualified instructors.
- (D) Subject to paragraph (E), the Contractor must, in accordance with Ministry Policy, provide STOC Training to or for Clients as part of full-time group-based Employment Support Service workshops.
- (E) Notwithstanding paragraph (D), the Contractor may provide STOC Training to or for any BCEA Client or any General Client who is a Person with Disabilities, independent of Employment Support Service workshops if necessary to meet the Client's needs. The Contractor must fully document its rationale for doing so in the Client File.
- (F) The Contractor will provide the following STOC Training to or for Clients:
 - 4.2.1 Workplace Hazardous Materials Information System (WHMIS);
 - 4.2.2 Emergency First Aid;
 - 4.2.3 SuperHost;
 - 4.2.4 Serving It Right;
 - 4.2.5 FoodSafe;
 - 4.2.6 Basic Computer Training; and,
 - 4.2.99 Other Essential STOC Training.

4.3 Training – Skills and Post-Secondary

- (A) The Contractor may assist Clients lacking skills necessary for labour market self-sufficiency to access skills training or post-secondary education programs to help prepare for occupations with good prospects for Sustainable Employment.
- (B) The Contractor will assess any Client's application for skills training or post-secondary education programs and determine eligibility based on the Client's need and suitability, labour market and occupational research, financial feasibility, and Ministry Eligibility Requirements.
- (C) The duration of any skills training or post-secondary education programs the Contractor provides to or for any Client must be in accordance with Ministry Policy.
- (D) The Contractor will support Clients in identifying and accessing other program and funding options for the Clients' training needs as appropriate.

4.4 English as a Second Language

- (A) The Contractor may assist and support any Client lacking English language skills necessary for labour market self sufficiency to obtain English as a Second Language training.
- (B) The Contractor may provide a Client with Financial Supports for English as a Second Language training only if such training is not available from a community-based resource at no or minimal cost, or such training available from a community-based resource is not suitable for the Client's Employment needs.

4.5 Academic Upgrading

- (A) The Contractor may assist and support any Client to obtain adult basic education, academic upgrading or General Educational Development, if:
 - (a) The Contractor determines that the Client requires the training; and
 - (b) The training is a pre-requisite for specific skills training; or
 - (c) The training will lead directly to Employment for the Client.
- (B) The Contractor may provide a Client with Financial Supports to obtain adult basic education, academic upgrading or General Educational Development only if such training is not available from a qualified training provider at no or minimal cost, or such training available from a qualified training provider at no or minimal cost is not suitable for the Client's Employment needs

5.0 Self Employment Services

- (A) The Contractor will provide Self-Employment Services, in accordance with Ministry Policy, to any Client in Client Tier 2 or Client Tier 3 that obtains a recommendation pursuant to section 3.3.3 (3) (ii) that the Client receive Self-Employment Services and that the Contractor accepts pursuant to section 3.3.3 (4) for Self-Employment Services.
- (B) Notwithstanding paragraph (A), before the Contractor provides Self-Employment Services:
 - (a) To any EI Client, the Contractor will, in accordance with Ministry Policy,
 - (1) Re-confirm with the Ministry that the Client is an EI Client;
 - (2) Confirm with the Ministry that the Client is an Active EI Claimant or has applied for EI Benefits and is eligible for them;
 - (3) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them; and
 - (4) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral and fully understands the Client's responsibilities under the EI Act regarding seeking and being available for work.
 - (b) To any BCEA Client, the Contractor will, in accordance with Ministry Policy, confirm that the Client has a PWD Designation or is a PPMB; and
 - (c) To any General Client who is a Person with Disabilities, the Contractor will confirm, in accordance with Ministry Policy, that the Client has a disability.
- (C) The Contractor will ensure that the individuals the Contractor retains to deliver Self Employment Services to Clients have significant knowledge, expertise and experience assisting and supporting individuals successfully develop and implement new Self-Employment businesses.
- (D) The Contractor will provide technical advice, consultation, mentorship and guidance to each Client throughout each Self-Employment Services component described in sections 5.1 to 5.4.
- (E) The Contractor will ensure that Clients:
 - (a) Receive, on a timely basis, any necessary Self Employment Service; and,
 - (b) Participate in Self-Employment Services on a full-time basis, except for any Client who is a Person with Disabilities that is unable to participate full-time.
- (F) The duration of any Self-Employment Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.

- (G) For any Client who is a Person with Disabilities that requires customized Self-Employment Services, the Contractor will, in accordance with Ministry Policy, link Self-Employment Services to and coordinate them with Services the Contractor provides pursuant to Part C, section 3.2.2.2 of this Schedule.

5.1 Business Plan Development

- (A) The Contractor will assist and support each Client to develop the Client's business concept into a complete, feasible and viable business plan, by providing Services that include:
 - (a) Identifying issues arising from the business concept that the Client must address in business plan development;
 - (b) Identifying human and financial resources necessary for launching and maintaining the business; and
 - (c) Coordinating Services and ensuring the Client receives appropriate individual or group mentoring and support to develop, the business plan.
- (B) The duration of business plan development Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.
- (C) The Contractor will support and assist each Client to prepare to present the Client's business plan to a Self-Employment Review Committee.
- (D) The Contractor will ensure that a Self-Employment Review Committee:
 - (a) Objectively assesses each Client's business plan for completeness, feasibility and operational viability, employing a practical business view that incorporates relevant knowledge of the local business environment; and
 - (b) Makes a definitive recommendation that the Client's business plan either be accepted or rejected.
- (E) If a Self-Employment Review Committee recommends that a Client's business plan be accepted, the Contractor will provide the Client with Self-Employment Services under sections 5.2 to 5.4.
- (F) If a Self-Employment Review Committee recommends that a Client's business plan be rejected, the Contractor will cease providing Self-Employment Services to the Client, terminate the Financial Agreement with the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.
- (G) The Contractor may establish a Self-Employment Community Review Board to support a Self-Employment Review Committee for the purpose of paragraphs (C) to (F).

5.2 Entrepreneurial Workshops

- (A) The Contractor may provide entrepreneurial workshops Services only to a Client whose business plan is accepted pursuant to section 5.1 (D) (b).
- (B) The Contractor will provide each Client with at least 10 workshops, or individual instruction sessions. The Contractor will determine with each Client the specific workshops and topics the Client requires.
- (C) The Contractor will provide instruction for Clients, in workshops or individually, on the following topics:
 - (a) Managing business operations;
 - (b) Financial management (including budgeting, cash flow, tax tips, accounting and bookkeeping);
 - (c) Human resource development (including hiring, managing and developing employees);
 - (d) Marketing and sales; and,
 - (e) Succession planning (including selling a business).
- (D) The Contractor may provide instruction for Clients, in workshops or individually, on the following topics, as needed:
 - (a) Preventing business fraud;
 - (b) Operating a business in Canada (including applicable laws);
 - (c) Intellectual property;
 - (d) Incorporation;
 - (e) Market research;
 - (f) Basic computer skills for small businesses;
 - (g) Cultural sensitivity;
 - (h) Company Identity (including branding and registering a business name);
 - (i) Presentation skills;
 - (j) Networking;
 - (k) Self-awareness;
 - (l) Personal development; and,
 - (m) Other relevant entrepreneurial topics.
- (E) The Contractor will provide Clients as much flexibility as possible in scheduling workshops, or individual instruction sessions.
- (F) If, while the Contractor is providing entrepreneurial workshops Services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client, terminate the Financial Agreement with

the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.3 Coaching and Mentoring

- (A) The Contractor may provide coaching and mentoring Services on an as needed basis to any Client to whom the Contractor is providing Services under sections 5.1, 5.2 or 5.3.
- (B) The Contractor's coaching and mentoring Services will provide each Client with expert advice, support, guidance and feedback on creating strategies for successfully developing and launching the Client's Self-Employment business.
- (C) If, while the Contractor is providing coaching and mentoring Services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.4 Business Launch and Implementation

- (A) The Contractor may provide business launch and implementation Services only to a Client whose business plan is accepted pursuant to section 5.1 (D) (b).
- (B) The Contractor will notify the Ministry, in accordance with Ministry Policy, when any BCEA Client receiving Self-Employment Services is ready to launch the Client's business.
- (C) The Contractor will provide the Client with support and assistance necessary to launch the Client's business and implement the Client's business plan.
- (D) The duration of business launch and implementation Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.
- (E) The Contractor will assist the Client to apply for or access any financing necessary for launching and maintaining the business, such as lines of credit, business loans, or other financing.
- (F) The Contractor will monitor each Client as follows:
 - (a) Check the Client's progress within the first two weeks of business launch and subsequently as agreed between the Contractor and the Client;

- (b) Contact the Client, by any reasonable means of communication, at least 3 times during the period of business launch and implementation Services; and
 - (c) Attend in person at the Client's business within 10 weeks of business launch, to determine whether the Client is working full-time in the business and making progress towards self-sufficiency and what support and assistance the Client may require.
- (G) The Contractor will review with each Client, the financial viability of the Client's business 24 weeks after the business launch date, and assess the Client's need for continuing Financial Supports. The Contractor will cease providing the Client with Financial Supports if the Client no longer has a need. However, the Contractor will continue to provide the Client with business launch and implementation Services in accordance with Ministry Policy respecting duration of those Services.
- (H) If, while the Contractor is providing business launch and implementation services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client, terminate the Financial Agreement with the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

6.0 Specialized Assessments

- (A) If during a Client's FNA, the Contractor determines that specific professional expertise is necessary to assess the Client's Employment Readiness or understand the Client's Service needs, the Contractor may conduct or obtain, in accordance with Ministry Policy and with the Client's agreement, any specialized assessment of the Client that is listed in sections 6.1 to 6.99.
- (B) Before the Contractor conducts or obtains a specialized assessment of a Client, the Contractor will review any available and relevant previous assessment of the Client and determine if it meets the Client's assessment need.
- (C) The Contractor will ensure that any specialized assessment the Contractor conducts or obtains is performed by a qualified professional and administered objectively with consistent quality, reliability and relevance to the Client's Employment Readiness and Service needs.

- (D) The Contractor will attach a copy of any specialized assessment the Contractor conducts or obtains of a Client to the Client File and provide a copy to the Client.
- (E) The Contractor will ensure that any individual conducting an assessment listed in sections 6.1 to 6.8 and 6.10 meets the requirement described in paragraph (C) and holds any license or registration as may be required under the *Health Professions Act* (BC).

6.1 Neuropsychological Vocational Assessment

6.2 Vocational Psychological Assessment

6.3 Physical/Functional Work Capacity Assessment

6.4 Learning Disability Assessment

6.5 Speech and Language Assessment

6.6 Work Simulation Assessment

6.7 Audiological Assessment

6.8 Ergonomic Assessment

6.9 Assistive Technology Assessment

- (A) The Contractor may conduct or obtain an assistive technology assessment of a Client that is necessary to determine how assistive technology can facilitate the Client's independence in training and Employment.

- (B) The Contractor will ensure that any individual the Contractor retains to conduct an assistive technology assessment has extensive experience providing adaptive technology to individuals with a wide range of disability needs.

6.10 Medical Assessment

The Contractor may conduct or obtain a medical assessment or any other appropriate similar assessment of a Client who is a Person with Disabilities, if the Contractor is unable to assess and confirm the Client's specific disability-related needs based on observation, interviews, or other available information.

6.11 Prior Learning Assessment

The Contractor may conduct or obtain a prior learning assessment of a Client when necessary to fully assess the Client's prior learning for participation in labour market activities.

6.12 Foreign Credentialing

The Contractor may conduct or obtain a foreign credentialing assessment of a Client, if necessary to evaluate formal for-credit educational programs undertaken in another country.

6.13 Discovery / Employment Profile – Customized Employment Development

(A) The Contractor will conduct or obtain, in accordance with Ministry Policy, a discovery/employment profile assessment of any Client in Client Tier 3 or Client Tier 4 to whom the Contractor provides placement support – customized employment development services pursuant to Part C, section 3.2.2.2.

(B) The Contractor will ensure that a discovery/employment profile assessment of a Client provides sufficient information to enable the Contractor and the Client to:

- (a) Understand the Client's employment-related strengths, weaknesses and ideal conditions of Employment;
- (b) Identify job tasks that the Client likely could undertake successfully;
- (c) Create a customized job description and market the Client to employers who may require such work;
- (d) Identify jobs that could be customized to utilize the Client's strengths, abilities and needs; and,
- (e) If applicable, develop a viable customized Self-Employment opportunity that suits the Client's abilities and needs.

6.99 Other Specialized Assessments

The Contractor may conduct or obtain another type of specialized assessment of a Client if specialized professional expertise not attainable through in an assessment described in sections 6.1 to 6.13 is necessary to understand the Client's Employment Readiness or Service needs.



7.0 Services to Apprentices

(A) General

The Contractor will provide Services, in accordance with Ministry Policy, to or for any Apprentice Client that the Contractor determines is eligible in accordance with Ministry Eligibility Requirements.

(B) Non-Case Managed Apprentices

- (a) The Contractor may provide Services to any Non-Case Managed Apprentice if the Apprentice attends training in the Contractor's Catchment Area.
- (b) The Contractor may not provide any Case Management or Case Managed Services to a Non-Case Managed Apprentice.

Applications for Section 25 Referral and Financial Supports

- (c) Apprentices are expected to apply for a Section 25 Referral and Financial Supports electronically using the AOP. The Contractor will assist any Apprentice as necessary to make such an application. The Contractor will also use the AOP to review and update information in any such application as necessary.
- (d) The Contractor will provide to any Apprentice at the Apprentice's request, a paper application form for a Section 25 Referral and Financial Supports. If an Apprentice provides the Contractor with a completed application in writing for a Section 25 Referral or Financial Supports, the Contractor will receive the application and enter the information into ICM.
- (e) If a training institution notifies the Contractor that an Apprentice Client has begun attending Classroom Technical Training, the Contractor will ensure that the Client's status recorded in the AOP is up-to-date and accurate.

Pay Financial Supports

- (f) The Ministry will decide the eligibility of all Apprentice Clients that apply for Financial Supports and notify the Contractor of those decisions using the AOP.
- (g) If the Ministry approves the application of an Apprentice Client for Financial Supports, the Contractor may access that approval – which will

include the amounts of Financial Supports the Apprentice Client is eligible to receive – using AOP.

- (h) The Contractor will pay to or for an Apprentice Client, in accordance with Ministry Policy, any of the Financial Supports listed in sections 3.1.1 to 3.1.3, 3.1.8, and 3.1.1.14 and approved by the Ministry for the Apprentice Client. The Contractor will pay these Financial Supports only for the period of time the Apprentice Client is attending Classroom Technical Training.
- (i) If a training institution notifies the Contractor that an Apprentice Client has stopped attending Classroom Technical Training, the Contractor will:
 - (1) Stop paying Financial Supports to that Apprentice Client within 2 days of receiving notice from the training institution;
 - (2) Determine whether the Client was overpaid Financial Supports and if so, the Contractor may assign certain overpayments to the Province in accordance with Ministry Policy; and,
 - (3) Ensure that the Apprentice Client's status recorded in the AOP is up-to-date and accurate.

(C) Case Managed Apprentices

- (a) The Contractor will assess the eligibility, in accordance with Ministry Eligibility Requirements, of any Apprentice Client with no Sponsor, for Case Management and Case Managed Services in accordance with Part C, sections 2.0 and 3.0 of this Schedule, as the Contractor would for any other Client.
- (b) Subject to paragraph (c) if the Contractor accepts an Apprentice with no Sponsor as a Case Managed Client the Contractor will provide the Apprentice with Case Management and Case Managed Services in accordance with Part C, sections 2.0 and 3.0 of this Schedule, as the Contractor would for any other Client.
- (c) For any Apprentice who is a Case Managed Client that needs Financial Supports, the Contractor will provide them in accordance with s. 7.0 (B) (h) and (i), as the Contractor would for any Non-Case Managed Client Apprentice.

Part D – Performance Management

1.0 General

- (A) The Contractor must meet any performance requirement described in this Schedule.
- (B) The Province will:
 - (a) At the Province's, sole discretion, monitor the Contractor's performance against any performance requirement described in this Schedule; and
 - (b) Discuss the results of any such monitoring activities with the Contractor.
- (C) If the Contractor fails to meet any performance requirement the Contractor will
 - (a) explain the performance deficiency to the Province's satisfaction,
 - (b) at the request of the Province, submit and implement a written plan acceptable to the Province for correcting and preventing a recurrence of the performance deficiency, and
 - (c) correct and prevent a recurrence of the performance deficiency, to the Province's satisfaction.
- (D) If the Contractor fails to correct or prevent a recurrence of the performance deficiency, to the satisfaction of the Province, the Province may at its sole discretion:
 - (a) levy a financial Penalty against the Contractor of up to \$5,000.00; or
 - (b) declare the continuing or recurring performance deficiency to be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract and will immediately notify the Contractor of the declaration.
- (E) If the Province levies a financial Penalty described in paragraph (D) against the Contractor and performance deficiency continues or recurs, the Province may declare the performance deficiency to be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract and will immediately notify the Contractor of the declaration.

2.0 Client Access and Results

- (A) The Contractor will meet the performance standards for the key performance measures described in Table 1 respecting Clients' access to services and results.

Table 1: Key Performance Measures

N	Measure	Performance Standard
1	Percentage of Clients in Tiers 1 and 2 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2014
2	Percentage of Clients in Tiers 3 and 4 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2014
3	Percentage of Clients in Tiers 3 and 4 that obtain a Community Attachment <u>and</u> return to the Program within 24 weeks at a higher level of Employment Readiness	TBD effective April 1, 2014
4	Percentage of Clients in Measure #3 that achieve and maintain Labour Market Attachment for 24 weeks	TBD effective April 1, 2014
5	Average time in the Program for Case Managed Clients prior to achieving a Client Outcome – by Client Tier	TBD effective April 1, 2014
6	Percentage of Clients completing long-term training that achieve Labour Market Attachment aligned with the training provided	TBD effective April 1, 2014
7	Percentage of Clients completing Self-Employment Services that are self-employed 24 weeks after completing services	TBD effective April 1, 2014
8	Percentage of Case Managed Clients from Specialized Populations	TBD effective April 1, 2014
9	Value of services provided to Specialized Populations	TBD effective April 1, 2014
10	Percentage of Case Managed Clients residing outside the Contractor's Catchment Area	5%

- (B) The Province will establish performance standards for measures 1 to 9 described in Table 1 before April 1, 2014 and after that date may change them from time to time. The Province will inform the Contractor of these performance standards through the Governance Structure. Effective April 1, 2014, the Contractor will meet these performance standards for the remainder of the Term and any Extension.
- (C) The Contractor will meet the performance standard for measure 10 described in Table 1 throughout the Term and any Extension.

3.0 Service Delivery and Service Quality Performance

- (A) For every calendar month of the Term and any Extension, the Province will monitor the Contractor's performance with respect to the key Client service delivery or service quality performance measures described in Table 2.

Table 2: Key Service Delivery Measures

No.	Measure	Performance Standard	Associated Service(s) (for determining Penalties)
11	Percentage of Case Managed Clients that receive a timely initial Case Management meeting	80% of Clients receive their initial MDNA meeting within 10 Business Days of their referral to Case Management	Part C, s. 2.2.2
12	Percentage of Case Managed Clients who receive timely Formal Needs Assessment	80% of Clients complete the FNA within 10 Business Days of their initial MDNA meeting	Part C, ss. 2.2.2 to 2.2.99
13	Percentage of BCEA Clients that fully develop their Action Plan on a timely basis	80% of Case Managed Clients have fully developed Action Plans within 10 Business Days of their initial MDNA meeting	Part C, s. 2.4.1
14	Percentage of Case Managed Clients surveyed who are satisfied with the services received, as measured in a Ministry-sponsored secure feedback survey	85% of Clients completing the survey	N/A

- (B) At the end of each Fiscal Year during the Term and any Extension, the Province will calculate the Contractor's average performance for the Fiscal Year for each of measures 11 to 14 described in Table 2, by summing the Contractor's performances for all calendar months of the Fiscal Year (calculated on the last day of each month) and dividing by 12.



- (C) For the Fiscal Year April 1, 2014 to March 31, 2015 and each subsequent Fiscal Year, if the Contractor's average performance for any of measures 11 to 13 is below the applicable performance standard described in Table 2, the Province will levy a financial Penalty against the Contractor. The Penalty will be equal to the difference between the Contractor's average performance for the Fiscal Year and the applicable performance standard, multiplied by the total amount of fees the Province paid the Contractor for the associated Services for the Fiscal Year.
- (D) For Fiscal Year April 1, 2014 to March 31, 2015 and each subsequent Fiscal Year, if the Contractor's average performance for measure 14 is below the performance standard, at the request of the Province, the Contractor will submit and implement a written plan acceptable to the Province to correct and prevent a recurrence of the performance deficiency.
- (E) If the Contractor fails to fully implement a written plan described in paragraph (D), or if the Contractor fully implements a written plan described in paragraph (D) and the performance deficiency continues or recurs, that failure will be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract.

4.0 Financial Performance

- (A) The Contractor is required to manage the cost of providing service and support to Case Managed Clients in accordance with the financial limits on fees for Services and Financial Supports described in Schedule B.
- (B) On the last day of every calendar month during the Term and any Extension, the Province will calculate the Cumulative Average – VSF and the Cumulative Average – FSPS for each Client Tier. The Province will discuss these results with the Contractor regularly. If, on the last day of any calendar month during the Term or any Extension, the Cumulative Average – VSF for any Client Tier exceeds the Maximum Average – VSF for that Client Tier, or the Cumulative Average – FSPS for any Client Tier exceeds the Maximum Average – FSPS for that Client Tier, the Province may require the Contractor to provide a written plan to the Province, describing how the Contractor will ensure it meets its financial obligations under the Contract.
- (C) At the end of each Fiscal Year during the Term and any Extension, the Province will calculate the Cumulative Average – VSF and the Cumulative Average – FSPS for each Client Tier. If at the end of any Fiscal Year during the Term or any Extension, the Cumulative Average – VSF for any Client Tier exceeds the Maximum Average – VSF for that Client Tier, the Province may

levy a financial Penalty against the Contractor up to an amount equal to the difference between the Cumulative Average – VSF at the end of that Fiscal Year and the Maximum Average – VSF, multiplied by the number of Clients in that Client Tier to which the Contractor provided Services from April 2, 2012 to the end of that Fiscal Year.

- (D) If the Cumulative Average – VSF for any Client Tier exceeds, for 3 consecutive calendar months, the applicable Maximum Average – VSF for that Client Tier, the Province may in its sole discretion choose to calculate the Cumulative Average – VSF for each Client Tier and apply any resulting financial Penalty, as described in paragraph (C), but on a Quarterly basis.
- (E) On August 1 of each year during the Term and any Extension, the Province will calculate the Cumulative Average – FSPS for each Client Tier. If on August 1 of any year during the Term or any Extension, the Cumulative Average – FSPS for a Client Tier exceeds the Maximum Average – FSPS for that Client Tier, the Province may levy a financial Penalty against the Contractor in an amount equal to the difference between the Cumulative Average – FSPS at that date and the Maximum Average – FSPS, multiplied by the number of Clients in that Client Tier to which the Contractor provided Services to that date.
- (F) The Contractor is required to immediately notify the Province of any trends, events or unexpected occurrences of which the Contractor is aware and that may impact the Contractor's ability to provide required Services and Financial Supports to Clients for any Fiscal Year within the Annual Maximum, the Annual Maximum (Provincial) or the Annual Maximum (LMDA).

5.0 Revenue Flow-Through

- (A) For each Fiscal Year of the Term and any Extension, the Contractor will pay its Service Providers for Services delivered by them, no less than **25%** of the total amount the Province pays the Contractor for:
 - (a) Fixed Operating Fees;
 - (b) Variable Service Fees;
 - (c) Fees for Internal Purchased Services; and
 - (d) Outcome Fees.
- (B) For each Fiscal Year of the Term and any Extension, the Contractor will demonstrate to the Province's satisfaction, supported by documentation as may be requested by the Province, that the Contractor's service delivery arrangements meet the revenue flow-through requirement described in paragraph (A).

SCHEDULE B

FEES and EXPENSES

INTERPRETATION

1. In this Schedule and in Schedule A, unless the context otherwise requires, the following definitions apply:
 - (a) **“Annual Maximum (LMDA)”** means the maximum amount that the Province is obligated to pay the Contractor under this Agreement for any Fiscal Year of the Term for the total of Variable Service Fees, Financial Supports and Purchased Services and Outcome Fees for Clients eligible for Program funds provided by the Government of Canada pursuant to the LMDA.
 - (b) **“Annual Maximum (Provincial)”** means the maximum amount that the Province is obligated to pay the Contractor under this Agreement for any Fiscal Year of the Term for the total of Variable Service Fees, Financial Supports and Purchased Services and Outcome Fees for Clients eligible for Program funds provided by the Province.
 - (c) **“Billing Period”** means a period from and including the 1st day of a calendar month to and including the last day of that calendar month.
 - (d) **“Client Maximum – FSPS”** with respect to any Client Tier means the maximum total FSPS for any Case Managed Client in the Client Tier that the Province may pay the Contractor for the Term, as set out in Table 1 of this Schedule.
 - (e) **“Client Maximum – VSF”** with respect to any Client Tier means the maximum total VSF for any Case Managed Client in the Client Tier that the Province may pay the Contractor for the Term, as set out in Table 1 of this Schedule.
 - (f) **“Cumulative Average – FSPS”** with respect to a Client Tier means, at any point in time during the Term, the average total FSPS the Province has paid the Contractor for all Case Managed Clients that have been in the Client Tier to that point in time.
 - (g) **“Cumulative Average – VSF”** with respect to a Client Tier means, at any point in time during the Term, the average total VSF the Province has paid the Contractor for all Case Managed Clients that have been in the Client Tier to that point in time.
 - (h) **“FSPS”** means a Financial Support or a Purchased Service.

- (i) **“Fixed Costs”** mean the following operating costs:
 - (i) Rent or lease of facilities;
 - (ii) Amortized leasehold improvements;
 - (iii) Maintenance of facilities;
 - (iv) Utilities;
 - (v) Remuneration for a management team and client service representatives;
 - (vi) Basic furniture and equipment, including computers;
 - (vii) WorkSafeBC premiums;
 - (viii) Manuals;
 - (ix) Supplies;
 - (x) Costs of general administration, management and Client services that are not directly linked to the volume of Clients or services; and,
 - (xi) Costs to establish, develop, enhance, maintain, and manage necessary relationships and linkages with communities and employers in the Contractor’s Catchment Area.
- (j) **“Fixed Operating Fee” or “FOF”** means the amount the Province will pay the Contractor for each Fiscal Year of the Term, to compensate the Contractor for:
 - (i) The Contractor’s Fixed Costs to operate all service delivery channels – the Storefront, any Satellite Office, Itinerant Services, Outreach Services, and Remote Access Services – of the ESC and meet the service requirements of any potential volume of Clients;
 - (ii) The Contractor’s costs to provide Self-Serve Services to any Client; and
 - (iii) The Contractor’s costs to provide Case Managed Services by group based workshops to Clients in Client Tier 1.
- (k) **“Guaranteed VSF”** means an amount of Variable Service Fees that the Province guarantees the Province will pay the Contractor for each of six (6) calendar months – April to September 2012.
- (l) **“Invoice”** means a written statement of account in a form satisfactory to the Province containing:
 - (i) The Contractor’s legal name and address;
 - (ii) The date of the statement, and the Billing Period to which the statement pertains;
 - (iii) The Contractor’s calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all Services provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (iv) A chronological listing, in reasonable detail, of any Financial Supports the Contractor claims for the Billing Period with receipts attached, if applicable;

- (v) The Contractor's calculation of any applicable taxes payable by the Province in relation to the Services and Financial Supports for the Billing Period;
 - (vi) A description of this Agreement;
 - (vii) A statement number for identification; and,
 - (viii) Any other billing information reasonably requested by the Province.
- (m) **"Maximum Average – FSPS"** with respect to any Client Tier means the maximum average total FSPS per Case Managed Client in the Client Tier that the Province may pay the Contractor for the Term, as set out in Table 1 of this Schedule.
 - (n) **"Maximum Average – VSF"** with respect to any Client Tier means the maximum average total VSF per Case Managed Client in the Client Tier that the Province may pay the Contractor for the Term, as set out in Table 1 of this Schedule.
 - (o) **"Outcome Fee"** means a bonus payment the Province will pay the Contractor by calendar month on a per client basis for any Client Tier if Case Managed Clients in the Client Tier achieve Sustainable Labour Market Attachment quickly.
 - (p) **"Pre-Attachment Period"** with respect to any Case Managed Client who achieves Sustainable Labour Market Attachment means the length of time in months the Client received Services or Financial Supports before achieving Sustainable Labour Market Attachment.
 - (q) **"Quarter"** means each of the periods:
 - (i) January 1 to March 31;
 - (ii) April 1 to June 30;
 - (iii) July 1 to September 30; and
 - (iv) October 1 to December 31, of any calendar year.
 - (r) **"Variable Service Fee" or "VSF"** means a fee that may vary among Client Tiers that the Province pays the Contractor in accordance with Tables 2.1 to 2.6 as compensation for providing specific Case Management, Case Managed Services, Training, Self-Employment Services or Special Assessments to Case Managed Clients or services under Part C, section 1.12 of Schedule A to Non-Case Managed Apprentices.

MAXIMUM AMOUNTS

2. Notwithstanding any other provision of this Schedule, the Annual Maximum that the Province is obligated to pay the Contractor under this Agreement for each

Fiscal Year of the Term for total Fixed Operating Fees, Variable Service Fees, Financial Supports and Purchased Services, and Outcome Fees (all exclusive of applicable taxes) is **\$10,093,000.00**.

3. Notwithstanding any other provision of this Schedule, the Annual Maximum (Provincial) that the Province is obligated to pay the Contractor under this Agreement for each Fiscal Year of the Term is **\$1,728,000.00**.
4. Notwithstanding any other provision of this Schedule, the Annual Maximum (LMDA) that the Province is obligated to pay the Contractor under this Agreement for each Fiscal Year of the Term is **\$6,914,128.50**.
5. Notwithstanding any other provision of this Schedule, the Contract Maximum the Province is obligated to pay the Contractor under this Agreement for the Term for total Fixed Operating Fees, Variable Service Fees, Financial Supports and Purchased Services, and Outcome Fees (all exclusive of applicable taxes) is **\$50,465,000.00**.

FEES AND EXPENSES

General

6. The Province may make three types of payments to the Contractor depending on the type of service or support that the Contractor provides to or for Clients:
 - (A) Fixed Operating Fee;
 - (B) Variable Service Fee; and,
 - (C) Financial Support or Purchased Service.
7. The Province will make a fourth type of payment to the Contractor – an Outcome Fee – if Case Managed Clients meet specific Labour Market Attachment targets.
8. The Province will pay the Contractor for specific Services and Financial Supports it provides to Clients under this Agreement in accordance with Tables 1 and 2.1 to 2.6 below.
9. The Province will not pay the Contractor any administrative fee, management fee, mark-up or similar fee for providing or delivering Services or Financial Supports to or for Clients.
10. If the Contractor Renews a Client's existing Action Plan pursuant to Part C, section 2.4.1 (12) (vi) of Schedule A or develop a new Action Plan for a Client pursuant to Part C, section 2.4.2 (6) of Schedule A, all fees for Services and

expenses for Financial Supports or Purchased Services provided to or for the Client after the Contractor Renews the existing Action Plan or develops the new Action Plan, as applicable, are deemed to be for a new and separate Client for the purpose of calculating or applying any Cumulative Average – VSF, Cumulative Average – FSPS, Maximum Average – VSF, Maximum Average – FSPS, Client Maximum – VSF, or Client Maximum – FSPS.

Fixed Operating Fee

11. Notwithstanding any other provision of this Schedule, the Fixed Operating Fee (exclusive of applicable taxes) that the Province is obligated to pay the Contractor under this Agreement for each Fiscal Year of the Term is **\$1,450,871.50**.
12. If the Contractor provides any Self-Serve Service workshop to any Case Managed Client who is in Client Tier 1, the Contractor's fee for that workshop is included in the Contractor's Fixed Operating Fees. For any such a workshop, the Province will not pay the Contractor any VSF or FSPS for any of Service IDs 3.2.1.1 to 3.2.6.99 in Table 2.3.
13. Commencing with April 1, 2012, the Province will pay the Contractor 1/12 of the FOF on the first day of each month for the remainder of the Term.

Variable Service Fees

14. Subject to section 15, the Province will pay Variable Service Fees to the Contractor in accordance with the rates set out for each Client Tier in Tables 2.1 to 2.7 of this Schedule, plus any applicable taxes.
15. The Province will not pay the Contractor any invoiced Variable Service Fee, if paying it would exceed the applicable Maximum Average – VSF or Client Maximum – VSF.
16. The Contractor will ensure that any VSF it Invoices the Province for a Client attending an ESS (LMDA Funds) Workshop is attributed against the Annual Maximum (LMDA).
17. The Contractor will ensure that any VSF it Invoices the Province for a Client attending an ESS (Provincial Funds) Workshop is attributed against the Annual Maximum (Provincial).
18. If, after the Contractor completes all or any part of an MDNA for a Client, the Contractor determines that the Client does not require or is not suitable for Case



Management, the Province will pay the Contractor the Client Tier 1 VSF for Service IDs 2.2.1, 2.2.2 and 2.2.3 set out in Table 2.2.

19. If the Contractor delivers any Internal Purchased Service to a Client directly itself, the Contractor may invoice the Ministry for the Internal Purchased Service as a VSF or a FSPS. If the Contractor invoices the Internal Purchased Service as a VSF, the amount must be included as a VSF for the purposes of applying the applicable Maximum Average – VSF and Client Maximum – VSF.

Expenses – Financial Supports and Purchased Services

20. The only expenses for which the Province will reimburse the Contractor under this Agreement are Financial Supports and Purchased Services.
21. Subject to section 22, the Province will pay the Contractor to reimburse it for any FSPS at the lower of the Contractor's actual cost for the FSPS, any rate for the FSPS set by Ministry Policy or any rate set out in Tables 2.1 and 2.3 to 2.6 for the FSPS, plus any applicable tax.
22. The Province will not pay the Contractor to reimburse it for any invoiced Financial Support or Purchased Service, if paying it would exceed the applicable Maximum Average – FSPS or Client Maximum – FSPS.
23. If the Contractor delivers any Internal Purchased Service to a Client directly itself and invoices the Province for the Internal Purchased Service as a FSPS, the amount must be included as a FSPS for the purposes of applying the applicable Maximum Average – FSPS and Client Maximum – FSPS.
24. At the Contractor's request, the Province will pay to the Contractor on the first day of any calendar month of the Term, an advance for FSPS equal to the total FSPS that the Contractor reasonably forecasts it will incur for Clients in that calendar month. If the Province pays the Contractor such an advance for a calendar month, the Province will reconcile the actual total FSPS the Contractor incurs for Clients in that calendar month and the advance. The Province may adjust the amount of an advance for FSPS the Province pays to the Contractor for any calendar month if the Contractor's forecast for FSPS for the previous month was greater than the actual total FSPS it incurred for Clients that month.
25. Any advance of FSPS that the Province pays the Contractor for a calendar month that exceeds the actual total FSPS the Contractor provides to or for Clients for the calendar month is a debt due to government of the Province that the Contractor must repay to the Province on demand and which the Province may set off against any FSPS, VSF, FOF or Outcome Fee that the Province

subsequently becomes obligated to pay the Contractor, or recover from the Contractor by any other means available to the Province at law or in equity.

Outcome Fees

26. The Province will pay the Contractor an Outcome Fee for a calendar month, in accordance with Table 3 below, if the average Pre- Attachment Period for Clients who achieve Sustainable Labour Market Attachment in the calendar month is as follows:
 - (A) For Client Tier 1, no more than 6 months;
 - (B) For Client Tier 2, no more than 9 months;
 - (C) For Client Tier 3, no more than 12 months; and,
 - (D) For Client Tier 4, no more than 18 months.
27. The time during which a Client receives Self-Employment Services or training that exceeds five days, or participates in any paid or unpaid work placement, is excluded from calculating any Pre-Attachment Period for the Client.
28. During the final Fiscal Year of the Term, for the purpose of calculating an Outcome Fee, the Province will deem a Client to achieve Sustainable Labour Market Attachment, if the Client:
 - (A) Achieves Labour Market Attachment;
 - (B) Maintains Labour Market Attachment continuously until the end of the Term, which must be no less than 24 weeks after achieving Labour Market Attachment;
 - (C) Receives no Program Services or Financial Supports during the period between 24 weeks after achieving Labour Market Attachment and the end of the Term; and,
 - (D) Receives no BCEA assistance between achieving Labour Market Attachment and the end of the Term.
29. The Province will pay the Contractor any Outcome Fee for a calendar month at the end of the 13th calendar month after the calendar month. The Province will not pay the Contractor any Outcome Fee for a calendar month until the Province is able to determine the number of Clients that achieved Sustainable Labour Market Attachment in that calendar month.
30. For the purpose of calculating an Outcome Fee:
 - (A) Any Transitioning Client will be included only if the Transitioning Client achieves Sustainable Labour Market Attachment after April 1, 2012;
 - (B) The applicable Client Tier for any Transitioning Client will be the Client Tier that you determine for the Client; and,
 - (C) The Pre-Attachment Period for a Transitioning Client includes the period of time the Client received Services or Financial Supports from any Legacy Program service provider.

GUARANTEED FEES

31. For each of the calendar months April to September 2012, the Province will pay the Contractor a Guaranteed VSF of **\$249,383.00**, regardless of the number of Case Managed Clients the Contractor serves in any of those months. The Province will pay the Guaranteed VSF in advance on the first day of each of the months of April to September 2012. Even though the Province pays the Contractor a Guaranteed VSF for a calendar month, the Contractor will deliver an Invoice to the Province, in accordance with section 34 for the calendar month.

INVOICES and PAYMENTS

32. The Province is obligated to pay the Contractor any FOF, VSF, FSPS or Outcome Fees pursuant to this Schedule, only if the Contractor complies with the Agreement, including any applicable Performance Standard, and provides the Services or Financial Supports to the Province's satisfaction.
33. The Province is obligated to pay the Contractor for any Service or Financial Support the Contractor provides to or for any Client, only if the Contractor fully documents the Service or Financial Support, including in the Client File, in accordance with Ministry Policy.
34. To obtain payment of any fees and expenses under the Agreement, at the end of each Billing Period from April 1, 2012 to the end of the Term, the Contractor must deliver an Invoice to the Province for the Services and Financial Supports the Contractor provides to or for Clients in that Billing Period.
35. The Contractor will not invoice the Province for any VSF for any Client the Contractor accepts into Case Management until the Contractor determines the Client's Client Tier.
36. Subject to sections 32 and 37 to 39, within thirty (30) days of the Province's receipt of an Invoice from the Contractor delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Invoice, if they are in accordance with this Schedule.
37. The Province may choose to pay any Invoice from the Contractor only after the Province confirms that the Contractor has completed the Services and provided the Financial Supports billed in the Invoice to the Province's satisfaction and that the information provided in the Invoice regarding the Services and Financial

Supports is consistent with any information related to those Services and Financial Supports the Contractor records in any Client File, or elsewhere in accordance with Ministry Policy.

38. If the Province pays an Invoice and then subsequently discovers that,
- (a) the Contractor did not provide all of the Services or Financial Supports billed in that Invoice to the Province's satisfaction,
 - (b) the information provided in the Invoice about the Services or Financial Supports billed in that Invoice is not consistent with information related to those Services and Financial Supports recorded in any Client File, or
 - (c) the Contractor cannot produce records satisfactory to the Province confirming that the Contractor provided Clients with all of the Services and Financial Supports billed in that Invoice,
- the Province may withhold from payment of any subsequent Invoice an amount equal to the amount billed in the first Invoice for the Services and Financial Supports in question until the Contractor provides those Services and Financial Supports to the Province's satisfaction or produces information or records satisfactory to the Province confirming that the Contractor provided those Services and Financial Supports. Alternatively, the Contractor may adjust the first Invoice to remove the Services or Financial Supports in question, or reduce a subsequent Invoice by an amount equal to the amount billed in the first Invoice for those Services or Financial Supports.
39. If for any reason, the Province pays the Contractor any amount that exceeds an obligation the Province has under sections 2 to 5, 11, 13, 14, 21 or 26, the amount is a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against any FSPS, VSF, FOF or Outcome Fee that the Province subsequently becomes obligated to pay the Contractor or recover from the Contractor by any other means available to the Province at law or in equity.

PAYMENT TABLES

40. In Tables 2.1 to 2.7:
- (A) The Service ID in the left-hand column matches the section number from Part C of Schedule A for the corresponding Service; and
 - (B) All prices are exclusive of any applicable taxes.
41. In Table 3, the Outcome Fee for a Client Tier is calculated by multiplying the number of Clients in the Client Tier with a Pre-Attachment Period by the applicable Fee per Client set out in the left-hand Column of Table 3 for the range



of months that includes the average Pre-Attachment Period length for those Clients.

Table 1: Maximum Averages and Client Maximums

	Client Tier 1	Client Tier 2	Client Tier 3	Client Tier 4
Variable Services Fees				
Maximum Average – VSF	\$210	\$670	\$1,445	\$1,760
Client Maximum – VSF	\$420	\$1,340	\$5,000	\$7,000
Financial Supports and Purchased Services				
Maximum Average – FSPS	\$50	\$1,700	\$3,000	\$350
Client Maximum – FSPS	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy

Table 2.1: Self-Serve Services

Table 2.11 Self-Serve Core Services						
Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
1.1	Awareness and Navigation	FOF	N/A			
1.2	Staffed Self-Serve Resource Area					
1.3	Establish or Confirm Unique Identifier					
1.4	Access to Information on Job Opportunities					
1.5	Directory of Community Services					
1.6	Employment Resource Materials					
1.7	Equipment to Assist in Job Searching					
1.8	Labour Market Information					
1.9	Self-Serve Assessment Tools					
1.10	Employment Focused Workshops					
1.11	Translation and Interpretation Services					
1.12	Non-Case Managed Apprentice Applications	VSF	\$50.00			
1.13	Administer Essential Employment-related Financial Supports					

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
1.13.1	Job Search and ESC Service Access Financial Supports to Non-Case Managed Clients	FSPS	Maximum \$50 per year.			
1.13.2	Job Start Financial Supports to Non-Case Managed Clients	FSPS	Maximum \$150 per year.			

¹ These Financial Supports are not included in the calculation and application of the Cumulative Average – FSPS, the Maximum Average – FSPS, or the Client Maximum – FSPS for Client Tier 1, because they are provided only to Non-Case Managed Clients.

Table 2.2: Case Management Services

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
2.1 Awareness & Navigation						
2.1.1	Information Related to Other Programs and Funding Sources	N/A	Payment for these services is built into payment for services in section: 2.2 – 2.5, and 2.7			
2.1.2	Assistance Identifying Appropriate Training and Funding or Financial Supports Options					
2.1.3	Navigation to Crisis Care					
2.1.4	Navigation to Community Services					
2.1.5	Confirm EI Client Status					
2.1.6	Confirm BCEA Client Status					
2.1.7	Evaluate Potential of Other Programs for Client Service					
2.2 Formal Needs Assessment						
2.2.1 ⁽²⁾	Collect Employment Readiness Information	VSF	\$30.00	\$60.00	\$90.00	\$120.00
2.2.2 ⁽²⁾	Multi-Dimensional Needs Assessment					
2.2.3 ⁽²⁾	Administer and Interpret Additional Assessments					
2.2.4	Career Assessment(s)	VSF	N/A	\$60.00	\$60.00	\$60.00
2.2.5	General Skills Assessment(s)	VSF	N/A	\$60.00	\$60.00	\$60.00
2.2.6	Evaluation of Self-Assessment(s)	VSF	N/A	\$30.00	\$60.00	\$60.00
2.2.7	Determine Need for and Make Referral to Specialized Assessments	VSF	N/A	\$60.00	\$60.00	\$60.00
2.2.8	Disability-related Employment Needs Assessment	VSF	N/A	\$60.00	\$60.00	\$60.00
2.2.99	Other Types of Assessments	VSF	N/A	\$60.00	\$60.00	\$60.00
2.3 Determine Financial Need and Supports						

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
2.3.1 ⁽³⁾	Assess Financial Need	VSF	\$60.00	\$60.00	\$60.00	\$60.00
2.3.2 ⁽³⁾	Determine Financial Supports for Job Search, Job Start and Program Participation/ Access to ESC Services					
2.3.3 ⁽³⁾	Determine Living, Tuition, other Program Participation or Training-related Financial Support Needs					
2.3.4 ⁽³⁾	Determine Disability Needs Cost					
2.3.5 ⁽⁴⁾	Determine Financial Supports – Wage Subsidy Work Experience Placements	VSF	N/A	\$60.00	\$60.00	N/A
2.3.6 ⁽⁴⁾	Determine Financial Supports for Work Experience Placements					
2.4 Develop and Revise Action Plan						
2.4.1 ⁽⁵⁾	Develop or Renew Action Plan	VSF	\$90.00	\$120.00	\$150.00	\$180.00
2.4.2 ⁽⁵⁾	Revise or Update Action Plan					
2.4.3	Revise or Update Action Plan – Transferred Clients and Transitioning Clients	VSF	\$60.00	\$80.00	\$100.00	\$120.00
2.4.4	Establish Financial Agreement	VSF	\$60.00	\$60.00	\$60.00	\$60.00
2.4.5	Renewal of (Financial) Agreements (Multi-Year Training)	VSF	\$30.00	\$30.00	\$30.00	\$30.00
2.5 Monitor Client Progress						
2.5.1 ⁽⁶⁾	Review Activities and Results (ongoing)	VSF	\$30.00	\$60.00	\$90.00	\$120.00
2.5.2 ⁽⁶⁾	Review Each Service Result at Completion					
2.5.3 ⁽⁶⁾	Have Contact on Agreed-upon Schedule					
2.5.4 ⁽⁶⁾	Resolve Issues					
2.5.5 ⁽⁶⁾	Confirm Client Progress					
2.5.6 ⁽⁶⁾	Confirm Training Progress					
2.5.7 ⁽⁶⁾	Monitor Paid and Unpaid Work Experience Placements					
2.5.8	Contact Attempts for Clients Who Fail to Make Contact at Agreed-upon Schedule	VSF	\$10.00	\$10.00	\$30.00	\$30.00
2.6 Manage Case File						
2.6.1	Open Client Case Management File	N/A	Payment for this service is built into payment for services in section 2.2			
2.6.2	Manage/Document Client Case Management File		Payment for this service is built into payment for services in section 2.5			

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
2.6.3	Close Client Case Management File		Payment for this service is built into payment for services in section 2.7			
2.7 Follow-Up						
2.7.1	Case Management Activities to Support Client Outcomes	N/A	Payment for this service is built into payment for services in section 2.2 – 2.7			
2.7.2	Job Coaching	VSF	N/A	N/A	\$750.00	\$900.00
2.7.3	Contact at Week 4 – Recording of Client Outcome	VSF	\$15.00	\$15.00	\$15.00	\$15.00
2.7.4	Contact at Week 12 – Recording of Client Outcome	VSF	\$15.00	\$15.00	\$15.00	\$15.00
2.7.5	Contact at Week 24 – Recording of Client Outcome	VSF	\$15.00	\$15.00	\$15.00	\$15.00
2.7.6	Job Maintenance or Retention Services – Job Development or Customized Employment 1–36 Weeks	VSF	N/A	N/A	\$500.00	\$750.00
2.7.7	Job Maintenance or Retention Services – Job Development or Customized Employment 37– 48 Weeks	VSF	N/A	N/A	\$100.00	\$250.00

- ² The Contractor must provide Services 2.2.1 and 2.2.2 to any Client to invoice the Province for one VSF. If the Contractor also provides Service 2.2.3 to the Client, the Contractor may not invoice the Province for any additional fee.
- ³ The Contractor must provide Services 2.3.1 and 2.3.2 to any Client to invoice the Province for one VSF. If the Contractor also provides either or both of Services 2.2.3 and 2.3.4 to the Client, the Contractor may not invoice the Province for any additional fee.
- ⁴ The Contractor may provide either Service 2.3.5 or Service 2.3.6 to any Client and invoice the Province for one VSF.
- ⁵ The Contractor must provide Service 2.4.1 to any Client to invoice the Province for one VSF. If the Contractor also provides Service 2.4.2 to the Client, the Contractor may not invoice the Province for any additional fee.
- ⁶ The Contractor must provide all of Services 2.5.1, 2.5.2, 2.5.3, 2.5.4, 2.5.5, 2.5.6 and 2.5.7 that a Client needs to invoice the Province for one VSF

Table 2.3: Case Managed Services

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
3.1 Administer Financial Supports						
3.1.1	Living Supports	FSPS				
3.1.2	Transportation Supports	FSPS				

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
3.1.3	Dependent Care	FSPS				
3.1.4	Essential Work Clothing Support	FSPS				
3.1.5	Essential Work Supplies, Tools or Equipment	FSPS				
3.1.6	Books and Supplies Required for Course(s)	FSPS				
3.1.7	Tuition	FSPS				
3.1.8	Other Incidental Training-related Costs and Fees	FSPS				
3.1.9	Personal Grooming and Hygiene	FSPS				
3.1.10	Food	FSPS				
3.1.11	Licences	FSPS				
3.1.12	N/A	N/A				
3.1.13	Wage Subsidy Work Experience Placements	FSPS				
3.1.14	Disability Related Costs					
3.1.14.1	Assistive Devices, Equipment or Technology	FSPS				
3.1.14.2	Workplace Access or Modifications	FSPS				
3.1.99	Other Financial Supports	FSPS				
3.2 Employment Support Services						
3.2.1	Employment Support Services – preparing Clients for job search or work					
3.2.1.1	Identifying Employability Skills and Strengths	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.2	Labour Market or Career Research	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.3	Creating or Updating Resumes	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.4	Career Planning and Career or Occupational Choices	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.5	Using Internet and Email	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.6	Employment Coaching	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.7	Dressed for Employment Success	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.8	Budgeting and Financial Planning	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.9	Time Management and Organizational Skills	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.10	Building Self-Esteem	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.11	Recognizing/Understanding and Overcoming the Impacts of Abuse	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.12	Personal Planning and Goal Setting	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.13	Stress and Anger Management	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.14	Health Enhancement and Personal Care	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.15	Self-Awareness	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
3.2.1.16	Disability Management for Employment Readiness – Physical and Mental Health Issues	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.17	Substance Abuse – Relapse Prevention or Harm Reduction	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.18	Accessing the Hidden Job Market	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.19	Identify and Access Transferable Skills or Prior Learning	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.1.99	Other “Preparing for Job Search or Work” focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2	Employment Support Services – assisting Client to obtain jobs and work experience					
3.2.2.1	Placement Support – Job Development	VSF	N/A	N/A ⁽⁸⁾	\$300.00	\$500.00
3.2.2.2	Placement Support – Customized Employment Development	VSF / FSPS	N/A	N/A	\$750.00	\$900.00
3.2.2.3	Placement Support – Unpaid Work Experience	VSF	N/A	\$175.00	\$300.00	\$500.00
3.2.2.4	Placement Support – Wage Subsidy Work Experience	VSF	N/A	\$175.00	\$300.00	N/A
3.2.2.5	Placement Support – Paid Work Experience (Job Creation Partnerships Projects)	VSF	N/A	\$50.00	\$75.00	N/A
3.2.2.6	Job Search	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.7	Job Shadowing	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.8	Cold Calling	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.9	Post Interview Follow-up	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.10	Networking	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.11	Job Leads and Arranging Interviews	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.12	Interview Skills	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.13	Self-Marketing	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.14	Job-Seeker Employers' Forum	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.15	Job Club-like Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.2.99	Other “Find Work” focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3	Employment Support Services – assisting Clients to maintain employment					
3.2.3.1	Effective Workplace Behaviour	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.2	Workplace and Business Communication Skills	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.3	Effective Communication and Problem Solving within the Workplace	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.4	Effective Workplace Communication - Oral, Written or Non-verbal	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.5	Understanding Workplace Symbols and Signs	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.6	Active Workplace Listening Skills	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00

Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
3.2.3.7	Workplace Time Management and Organizational Skills	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.8	Workplace Assertiveness	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.9	Accepting, Starting and Maintaining Employment (to support job retention)	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.3.99	Other "Maintain" focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.4	Essential Employability Life Skills – Basic					
3.2.4.1	Communicate	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.4.2	Manage Information	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.4.3	Use Numbers	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.4.4	Problem Solving	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.4.99	Other "Basic Skills" focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5	Essential Employability Life Skills – Teamwork					
3.2.5.1	Demonstrate Positive Attitudes and Behaviours	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5.2	Be Responsible	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5.3	Be Adaptable	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5.4	Learn Continuously	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5.5	Work Safely	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.5.99	Other "Teamwork Skills" focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6	Essential Employability Life Skills – Personal Management					
3.2.6.1	Work with Others	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6.2	Participate in Projects and Tasks	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6.3	Life Skills: Parenting	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6.4	Life Skills: Housing and Being a Good Tenant	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6.5	Life Skills: Cultural Awareness (including Aboriginal culture)	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.2.6.99	Other "Personal Management Skills" focused Support Services	VSF	FOF ⁽⁷⁾	\$30.00	\$60.00	\$90.00
3.3 Self Employment – Orientation and Assessment						
3.3.1	Mandatory Self-Employment Orientation and Assessment Workshop	VSF	N/A	\$100.00	\$100.00	N/A
3.3.2	Client Assessment	VSF	N/A	\$60.00	\$90.00	N/A
3.3.3	Business Concept Development and Acceptance	VSF	N/A	\$100.00	\$100.00	N/A

⁷ If, in accordance with Part C, section 3.2 (A) of Schedule A, the Contractor provides the Services described in 3.2.1.1 to 3.2.1.99 and 3.2.2.6 to 3.2.6.99 to Clients in Client Tier 1 by individual employment counselling or support sessions, the VSF rate for those Services will be the Client Tier 2 rate.

- ⁸ If, in accordance with Part C, section 3.2.2.1 (2) of Schedule A, the Contractor provides the Services described in 3.2.2.1 to Clients in Client Tier 2, the VSF rate for those Services will be the Client Tier 3 rate.

Table 2.4: Training

Section 4.0: Training						
Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
4.1	Training – Essential Skills	N/A	Payment for these services is built into payment for Services in sections 3.1 and 3.2			
4.2	Short-Term Industry and Occupational Certificate Training					
4.2.1	Workplace Hazardous Materials Information System (WHMIS)	FSPS / VSF	\$35.00	\$35.00	\$35.00	\$35.00
4.2.2	Emergency First Aid	FSPS / VSF	\$80.00	\$80.00	\$80.00	\$80.00
4.2.3	SuperHost	FSPS / VSF	\$65.00	\$65.00	\$65.00	\$65.00
4.2.4	Serving It Right	FSPS / VSF	\$40.00	\$40.00	\$40.00	\$40.00
4.2.5	FoodSafe	FSPS / VSF	\$60.00	\$60.00	\$60.00	\$60.00
4.2.6	Basic Computer Training	FSPS / VSF	\$50.00	\$50.00	\$50.00	\$50.00
4.2.99	Other Essential STOC Training	FSPS				
4.3	Training – Skills and Post-Secondary	N/A	Payment for this service is built into payment for Services in sections 3.1 and 3.2			
4.4	English as a Second Language (ESL)	N/A	Payment for this Service is built into payment for services in sections 3.1 and 3.2.			
4.5	Academic Upgrading	N/A	Payment for this Service is built into payment for Services in sections 3.1 and 3.2			

Table 2.5: Self-Employment Services

Section 5.0: Self-Employment Services						
Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
5.1	Business Plan Development	FSPS / VSF	N/A	\$800.00	\$800.00	N/A
5.2	Entrepreneurial Workshops	FSPS / VSF	N/A	\$800.00	\$800.00	N/A
5.3	Coaching and Mentoring	FSPS / VSF	N/A	\$800.00	\$800.00	N/A
5.4	Business Launch and Implementation	FSPS / VSF	N/A	\$800.00	\$800.00	N/A

Table 2.6: Specialized Assessments

Section 6.0: Specialized Assessments						
Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
6.1	Neuropsychological Vocational Assessment	FSPS				
6.2	Vocational Psychological Assessment	FSPS				
6.3	Physical/Functional Work Capacity Assessment	FSPS				
6.4	Learning Disability Assessment	FSPS				
6.5	Speech and Language Assessment	FSPS				
6.6	Work Simulation Assessment	FSPS				
6.7	Audiological Assessment	FSPS				
6.8	Ergonomic Assessment	FSPS				
6.9	Assistive Technology Assessment	FSPS				
6.10	Medical Assessment	FSPS				
6.11	Prior Learning Assessment	FSPS				
6.12	Foreign Credentialing	FSPS				
6.13	Discovery / Employment Profile – Customized Employment Development	FSPS / VSF	N/A	N/A	\$900.00	\$1200.00
6.99	Other Specialized Assessments	FSPS				

Table 2.7: Apprentices

Section 7.0: Apprentices						
Service ID	Service	Payment Type	UNIT PRICE PER CLIENT			
			Tier 1	Tier 2	Tier 3	Tier 4
7.1	Services to Apprentices	N/A	Payment for this service is built into payment for services in section 1.12.			

Table 3: Outcome Fees

Fee Per Client	Average Pre-Attachment Period Length			
	Tier 1 Avg.	Tier 2 Avg.	Tier 3 Avg.	Tier 4 Avg.
\$75	0 – 2 months	0 – 3 months	0 – 4 months	0 – 6 months
\$50	2 – 4 months	3 – 6 months	4 – 8 months	6 – 12 months
\$25	4 – 6 months	6 – 9 months	8 – 12 months	12 – 18 months
\$0	Over 6 months	Over 9 months	Over 12 months	Over 18 months

SCHEDULE C**APPROVED SERVICE PROVIDERS**

1. Sandra Day & Associates Ltd
2. T.R.A.D.E.S. (UFCW Local 24)
3. Community Futures Development Corporation of Fraser Fort George
4. Collège Éducacentre College
5. Carrier-Sekani Family Services
6. Prince George Nechako Aboriginal Employment and Training Association
7. Prince George and District Elizabeth Fry Society
8. Prince George Family Young Men's Christian Association
9. Prince George Brain Injured Group
10. AimHi
11. Immigrant and Multi Cultural Services



SCHEDULE D**INSURANCE**

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term and any Extension, the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Agreement and this insurance must:
 - (i) Include the Province as an additional insured;
 - (ii) Be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and,
 - (iii) Include a cross liability clause.
 - (b) Professional Liability in an amount not less than \$2,000,000 per claim, insuring the Contractor's liability resulting from errors or omissions in the performance of professional services under the Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation;
 - (c) Automobile Liability on all vehicles owned, leased, operated or licensed by the Contractor that the Contractor uses in providing the Services in an amount not less than \$2,000,000 per occurrence;
 - (d) All-risk Property insurance against physical loss or damage, including the perils of Earthquake and Flood, covering business contents, including electronic data processing equipment and media, to full replacement cost value, extra expense coverage for expenses necessarily incurred by the Contractor to continue normal operations which are interrupted as a result of an insured property loss and this insurance must contain a waiver of subrogation in favour of the Province.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) Be primary; and,
 - (b) Not require the sharing of any loss by any insurer of the Province.



3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) Within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance, or where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form;
 - (b) If any required insurance polic(ies) expire before the end of the Term, or any Extension, if applicable, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and,
 - (c) Despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.
5. Despite paragraph 1 (b) of this Schedule, if Professional Liability Insurance is not commercially available, or if in the Contractor's view the insurance is excessively expensive, the Contractor shall advise the Province and the Province will consider the issue and any alternatives that may be available. It is in the Province's sole discretion whether to grant approval for any alternative to the insurance requirements set out in this Schedule.
6. Despite paragraph 1 (b) of this Schedule, if in the Province's sole discretion, the Province have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1 (b), the Contractor will maintain throughout the Term and any Extension, if applicable, that alternative in accordance with the terms of the approval.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

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; and,
 - (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 disclosure,
 the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement


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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any Service Provider or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Service Providers 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 the 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 of Canada unless such contravention is required to comply with the Act.

SCHEDULE F
ADDITIONAL TERMS

Not Applicable

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SCHEDULE G

SECURITY

Definitions

1. In this Schedule,
 - (a) **"Equipment"** means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) **"Facilities"** means any facilities at which the Contractor provides or is to provide the Services;
 - (c) **"Record"** means a "record" as defined in the *Interpretation Act* (British Columbia);
 - (d) **"Security Guidelines"** means the "Information Security Guidelines for Service Providers", as may be modified from time to time, that are published by the Ministry
 - (e) **"Sensitive Information"** means:
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), or
 - (ii) Any other Information specified as "Sensitive Information" in Appendix G6, if attached; and,
 - (f) **"Services Worker"** means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include:
 - (i) The Contractor or a Service Provider if an individual, or
 - (ii) An employee or volunteer of the Contractor or of a Service Provider.

Schedule contains additional obligations

2. (1) The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the Schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.
- (2) The Contractor must comply with the Security Guidelines.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor or undertaking of confidentiality, in a form designated by the Province, which may be the form attached as Appendix G7, regarding the use, publication, disclosure and confidentiality of the Information.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) Their access to Sensitive Information; and,
 - (b) Other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) Protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,
 - (b) Limit access to Facilities and Equipment of the Contractor
 - (i) Being used by the Contractor to provide the Services; or,
 - (ii) That may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) Create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and,
 - (b) Comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) Create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and,
 - (b) Comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) Remained as complete as when it was acquired or accessed by the Contractor; and,
 - (b) Not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:
 - (a) Unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or,
 - (b) Unauthorized access to Facilities or Equipment
 has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) Any Records in the possession of the Contractor containing Information; or,
 - (b) Any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule
 and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. 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

19. In this Schedule, unless otherwise specified:
 - (a) References to sections are to sections of this Schedule; and,
 - (b) References to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any Service Provider retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Service Providers comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) A provision of the Agreement, this Schedule or an appendix attached to this Schedule; and,
 - (b) A documented process required by this Schedule to be created or maintained by the Contractor, or the Security Guidelinesthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.



SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none"> • Canadian birth certificate Issued by Government of Canada: <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.



Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



SCHEDULE G – Appendix G2 – Services Worker Activity Logging Records

N/A

**SCHEDULE G – Appendix G3 – Sensitive Information Access
Control Requirements**

1. The Contractor will maintain logs of all accesses to any facility used to provide the Services, and have a procedure in place by which access audit reports are made readily available to the Province.
2. The Contractor will ensure that the following access control arrangements are in place for the Facilities:
 - (a) Locks on all office doors that will be locked after business hours; and
 - (b) Control of the distribution of keys or lock combinations.
3. The Contractor will ensure that the following access control arrangements are in place for electronic information systems:
 - (a) Access controls, including user IDs and passwords, sufficient to ensure that only individuals who are authorized Services Workers with a legitimate “need to know” can obtain access to Sensitive Information;
 - (b) Locating of computers and work stations in areas secured by an electronic card access system, combination lock, lock and key, or equivalent;
 - (c) Ensuring Sensitive Information is not left unattended in unsecured areas while being worked on, during transit or while in interim storage;
 - (d) Access controls on who puts information into any electronic information system and who removes it;
 - (e) Audit trails of all accesses to Sensitive Information that provide more than an after-the-fact record of these transactions;
 - (f) Proactive and immediate determination of the authority of a requester to access any Sensitive Information; and,
 - (g) Defined audit schedules of any electronic information management system.
4. The Contractor will ensure that the following access control arrangements are in place for paper based information systems:
 - (a) Locking of all Sensitive Information in either filing cabinets, desk drawers, or a dedicated file room when not in use, including after business hours;
 - (b) Access controls sufficient to ensure that only individuals who are authorized Services Workers with a legitimate “need to know” can obtain physical access to Sensitive Information; and,
 - (c) Incorporating user security levels in file check-out procedures.



SCHEDULE G – Appendix G4 – Information Integrity Requirements

N/A



SCHEDULE G – Appendix G5 – Storage of Records

1. The Contractor will ensure that equipment, rooms and facilities used for the storage of Records are secured by an electronic card access system, combination lock, lock and key, or equivalents.
2. The Contractor will ensure that the following security arrangements are in place:
 - (a) With respect to storage of electronic records; Sensitive Information on computers and portable storage devices will be encrypted in accordance with government policy established or modified from time to time. Current government Cryptographic Standards for Information Protection are available on the Office of the Chief Information Officer website:
http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/cryptographic_standards.pdf.
 - (b) With respect to storage of paper based Records:
 - (i) Client Records will be filed by number under a records management system rather than filed alphabetically by Client name; and,
 - (ii) Records will be maintained in a responsible, appropriate and organized fashion sufficient to make the location and retrieval of specific information efficient and effective.



SCHEDULE G – Appendix G6 – Sensitive Information

In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as “Sensitive Information” for the purposes of this Schedule:

(a) N/A

(b) N/A

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SCHEDULE G – Appendix G7

CONFIDENTIALITY AGREEMENT/ UNDERTAKING OF CONFIDENTIALITY

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

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

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

3. On the end of my access to the Information, or on written request and direction by the Contractor or the Province, I agree to return to the Contractor or the Province, as applicable, within a reasonable time, all Information in my possession.

Executed at _____, BC, this ____ day of _____, 2012.

SIGNED AND DELIVERED BY _____)

_____ in the presence of:)

_____)

_____)

_____)

_____)

[Witness signature]

[Employee signature]

SCHEDULE H

GOVERNANCE STRUCTURE

1.0 General

1.1 This Schedule sets out the Governance Structure for the purposes of facilitating:

- (A) Relationship management between the Parties.
- (B) Achievement and monitoring of the Program objectives.
- (C) Identification and management of issues pertaining to this Agreement or the Program.
- (D) Identification and management of changes needed to this Agreement or the Program over time.

2.0 Overview of Governance

2.1 The Governance Structure supports the Program in achieving:

(a) **Awareness**

Clients will be able to recognize and understand the purpose of the Program and its Services. Clients will have access to consistent information and messaging, regardless of where services are accessed in the province.

(b) **Service Quality**

Clients will have access to high quality Services, for which Ministry Policy will be applied in the same way, regardless of where Services are accessed in the province.

(c) **Consistent Client Experience**

All Clients will share a similar experience and process, including physical and functional accessibility.

(d) **Service to Specialized Populations**

The Program meets the employment service needs of Specialized Populations.

2.2 The Governance Structure provides this support by providing a forum for the Parties to:

- (A) Manage their relationship;
 - (B) Monitor the achievement of Program objectives, and performance measures;
 - (C) Identify and address issues relating to the terms of this Agreement, the design, implementation and administration of the Program and Ministry Policy; and
 - (D) Foster Program improvement and innovation through sharing best practices and information.
- 2.3 There are two levels of Governance Structure. Program Governance supports development and management of the Program as a whole. Operational Governance supports managing this Agreement and the Parties' relationship.

3.0 Program Governance

3.1 The Program Governance Structure requires the following committees or panels:

- (A) Ministry Steering Committee
- (B) Program Advisory Committee,
- (C) External Advisory Panel, and
- (D) Expert Advisory Panel on Specialized Populations.

3.2 Ministry Steering Committee

- (A) The Ministry Steering Committee is responsible for overall Program direction and management, and is comprised of senior Ministry staff. This committee will undertake careful consideration and analysis of issues, trends, and recommendations presented by the Program Advisory Committee, the External Advisory Panel, the Expert Advisory Panel on Specialized Populations, and all Contract Management Committees.
- (B) The Ministry Steering Committee has approval authority for:
 - (a) Requests or suggestions for amendments to any Program contract;
 - (b) Program changes, including to Services and Financial Supports;
 - (c) Changes to Ministry Policy;
 - (d) Application of Penalties under this Agreement; and
 - (e) Assignment of this Agreement by the Contractor.

3.3 Program Advisory Committee

- (A) The Program Advisory Committee will strive to ensure that the Program continues to meet the needs of Clients (including Clients from Specialized Populations) achieves its objectives, and benefits from good practices.
- (B) The Program Advisory Committee operates at the provincial level only and is not a decision-making body. It will be comprised of representatives from the Ministry and representatives from the organizations that are contractors delivering the Program. Specific terms of reference, including the process for appointing contractors' representatives, will be jointly developed within the first six months of the Term and will be reviewed at least annually thereafter.
- (C) Each organization that is a contractor delivering the Program will be solely responsible for its costs associated with participating on the Program Advisory Committee.

3.4 External Advisory Panel

- (A) The External Advisory Panel will be responsible for monitoring Program implementation and ongoing performance, particularly as it relates to Client access to Services and service quality. The Panel will offer advice and recommendations to the Ministry Program Steering Committee.
- (B) The Panel operates at the provincial level only and is not a decision-making body. Specific terms of reference will be jointly developed within the first six months of the Term and will be reviewed at least annually thereafter. Members are appointed by the Ministry.
- (C) Each member of the External Advisory Panel will be solely responsible for any costs associated with the member's participation on the Panel.

3.5 Expert Advisory Panel on Specialized Populations

- (A) The Expert Advisory Panel on Specialized Populations will provide advice to the Program Advisory Committee and the Ministry Steering Committee to ensure that the Program is meeting the quality and access needs of Specialized Populations.
- (B) The Expert Advisory Panel on Specialized Populations exists at the provincial level only and is not a decision-making body. Advice and recommendations are passed to the Ministry for consideration and decision. Specific terms of



reference will be jointly developed within the first six months of the Contract and will be reviewed at least annually thereafter. Members are appointed by the Ministry.

- (C) Each member of the Expert Advisory Panel on Specialized Populations will be solely responsible for any costs associated with the member's participation on the Panel.

4.0 Operational Governance

- 4.1 The Operational Governance Structure requires a Contract Management Committee for each Contract under which Program Services are delivered.

4.2 Contract Management Committee

- (A) The Contract Management Committee will play an important role in the implementation and ongoing management of this Agreement. The Contract Management Committee may also make recommendations to any Program Governance committee or panel described in section 3.1.
- (B) The Contract Management Committee will be comprised of Ministry and Contractor representatives, who will work collaboratively to resolve issues arising under this Agreement and other relevant issues as they occur. The Contractor and the Ministry will each appoint at least one member to the Committee.
- (C) The Contract Management Committee will meet regularly to
 - (i) discuss overall progress under this Agreement;
 - (ii) discuss any items of concern to either the Contractor or the Ministry; and,
 - (iii) coordinate efforts in understanding and supporting local labour markets and Clients.
- (D) The Contractor is solely responsible for any costs associated with the Contractor's participation in the Contract Management Committee.



November 1, 2011

Change to EPBC Contract: 3.2.2.4 Placement Support – Wage Subsidy Work Experience

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

Please note the following change to the above noted Contract, Schedule A, Part C, s.3.2.2.4. This change is to ensure the Contract reflects the requirements of the RFP.

Change from:

3.2.2.4 Placement Support – Wage Subsidy Work Experience

- (1) The Contractor will support Clients to obtain paid work experience leading to Sustainable Employment by:
 - (i) Promoting or marketing the concept of paid work experience to employers and eligible Clients;
 - (ii) Supporting Clients to find suitable placements, including by providing self-marketing support and individualized assistance and if necessary, by promoting or marketing Clients to employers;
 - (iii) Receiving applications for placements from Clients and employers;
 - (iv) Ensuring employers meet Ministry Eligibility Requirements for wage subsidies;
 - (v) Making regular contact with both the Client and employer to confirm progress and verify that the terms of the agreement are being upheld; and,
 - (vi) Monitoring each work experience placement, including by contacting the Client and employer weekly, to ensure the Client is progressing in the placement and that the Client and the employer are meeting the terms of the placement agreement; and,
 - (vii) If necessary, assisting Clients and employers to resolve placement issues.

Change to:

3.2.2.4 Placement Support – Wage Subsidy Work Experience

- (1) The Contractor will support Clients to obtain paid work experience leading to Sustainable Employment by:
 - (i) Promoting or marketing the concept of paid work experience to employers and eligible Clients;
 - (ii) Supporting Clients to find suitable placements, including by
 - a. providing self-marketing support and individualized assistance and if necessary, by promoting or marketing Clients to employers, and
 - b. contacting, on a weekly basis, any Client looking for a placement and checking the Client's progress;
 - (iii) Receiving applications for placements from Clients and employers;
 - (iv) Ensuring employers meet Ministry Eligibility Requirements for wage subsidies;
 - (v) Monitoring each work experience placement, including by contacting the Client and employer at least every six weeks and by making at least two on-site monitoring visits during the term of the placement, to ensure the Client is progressing in the placement and that the Client and the employer are meeting the terms of the placement agreement; and,

November 1, 2011

Change to EPBC Contract: 3.2.2.4 Placement Support – Wage Subsidy Work Experience

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

(vi) If necessary, assisting Clients and employers to resolve placement issues.

The Parties agree to this change as follows.

SIGNED on behalf of the Province by a duly authorized representative of the Minister of Social Development on the 9 day of NOV 2011, in the presence of:

MA Budge)
[witness signature]

MARY BUDGEON)
[witness name]

614 HUMBOLDT)
[witness address]

VICTORIA)
[witness address]

Allison Boud)
[signature]

Allison Boud)
[name]

ADM)
[title]

SIGNED on behalf of the Contractor by a duly authorized representative on the ____ day of ____ 2011, in the presence of:

Carol Niedermayer)
[witness signature]

CAROL Niedermayer)
[witness name]

4231 Montgomery CR.)
[witness address]

Prince George BC VALLEY)
[witness address]

Thomas Newell)
[signature]

Thomas Newell)
[name]

President)
[title]

Date: November 3, 2011

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

Please note the following change to the above noted Contract, Schedule A, Part D, Section 2.0 (B). This change is to ensure the Contract reflects the requirements of the RFP.

Change from:

Schedule A, Part D, Section 2.0 (B) - The Province will establish performance standards for measures 1 to 9 described in Table 1 before April 1, 2014 and after that date may change them from time to time. The Province will inform the Contractor of these performance standards through the Governance Structure. Effective April 1, 2014, the Contractor will meet these performance standards for the remainder of the Term and any Extension.

Change to:

Schedule A, Part D, Section 2.0 (B) - The Province will establish performance standards for measures 1 to 9 described in Table 1 before April 1, 2014 and after that date may change them from time to time. The Province will base these performance standards on data accumulated for each measure during the period April 2, 2012 to March 31, 2014. The Province will inform the Contractor of these performance standards through the Governance Structure. Effective April 1, 2014, the Contractor will meet these performance standards for the remainder of the Term and any Extension.

The Parties agree to this change as follows.

SIGNED on behalf of the Province by a duly authorized representative of the Minister of Social Development on the 15 day of Nov 2011, in the presence of:

M A Budan)
[witness signature]

MARG BUDGEON)
[witness name]

614 HUMBOLDT)
[witness address]

VICTORIA)
[witness address]

Allison Bond)
[signature]

Allison Bond)
[name]

ADM)
[title]

Date: November 3, 2011

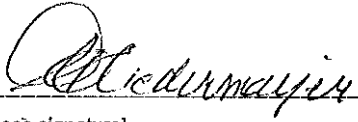
Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

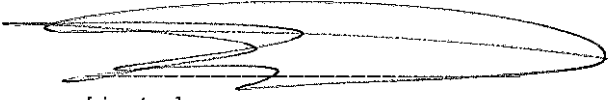
SIGNED on behalf of the Contractor by a duly authorized representative on the 7 day of November 2011, in the presence of:

)
[witness's signature]

CAROL Niedermyer)
[witness name]

4231 Montgomery CR.)
[witness address] Prince George BC V2K 2E4.

_____))
[witness address]


[signature]

Thomas Newell
[name]

President
[title]

November 9, 2011

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

Please note the following change to the above noted Contract, Article 5, s.5.3 (a). This change is to ensure the Contract reflects the requirements of the RFP.

Change from:

Article 5 CONTRACTOR'S COVENANTS

5.3 The Contractor must:

(a) submit a copy of the Contractor's Business Continuity Plan to the Province for the Province's approval within thirty (30) days of signing this Agreement;

Change to:

Article 5 CONTRACTOR'S COVENANTS

5.3 The Contractor must:

(a) submit a copy of the Contractor's Business Continuity Plan to the Province for the Province's approval within thirty (30) days of April 2, 2012;

The Parties agree to this change as follows.

SIGNED on behalf of the Province by a duly authorized representative of the Minister of Social Development on the 17 day of Nov 2011, in the presence of:

MA Budge)
[witness signature]

MARG BUDGEON)
[witness name]

614 HOMBOLDT)
[witness address]

VICTORIA)
[witness address]

[Signature]
[signature]

Allison Bond
[name]

ADM
[title]

DAV

November 9, 2011

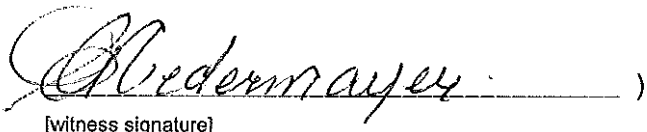
Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

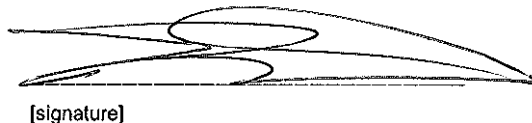
SIGNED on behalf of the Contractor by a duly authorized representative on the 10 day of November, 2011, in the presence of:


[witness signature]

CAROL Niedermayer
[witness name]

4831 Montgomery CR.
[witness address]

Prince George, B.C. V2N 2G4
[witness address]


[signature]

Thomas Newell
[name]

President
[title]

November 18, 2011

1.

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

Please note the following change to the above noted Contract, Article 19.3. This change is to ensure the Contract reflects the requirements of the RFP.

Change from:

Article 19 CRIMINAL RECORDS CHECK

19.3 If the information in a Criminal Record Check discloses that an Employee has or, a Criminal Record, the Contractor must obtain, at the Contractor's expense, a Certified Criminal Record Check for the Employee.

Change to:

Article 19 CRIMINAL RECORDS CHECK

19.3 If the information in a Criminal Record Check discloses that an Employee has or may have a Criminal Record, the Contractor must obtain, at the Contractor's expense, a Certified Criminal Record Check for the Employee.

Please note the following change to the above noted Contract, Schedule B, Payment Tables, Note 3. This change is to ensure the Contract reflects the requirements of the RFP.

Change from:

3 The Contractor must provide Services 2.3.1 and 2.3.2 to any Client to Invoice the Province for one VSF. If the Contractor also provides either or both of Services 2.2.3 and 2.3.4 to the Client, the Contractor may not Invoice the Province for any additional fee.

Change to:

3 The Contractor must provide Services 2.3.1 and 2.3.2 to any Client to Invoice the Province for one VSF. If the Contractor also provides either or both of Services 2.3.3 and 2.3.4 to the Client, the Contractor may not Invoice the Province for any additional fee.



November 18, 2011

2.

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

Please note the following revised Schedule D, Insurance (attached below) to the above noted Contract. This change reflects the Ministry's commitment to provide the Master Insurance Program for eligible Contractors for the new Employment Program of British Columbia.

SCHEDULE D

INSURANCE

Master Insurance Program

1. For all the Services provided by the Contractor under this Agreement to which the Province in its sole discretion determines the Province's Master Insurance Program applies, the Province will purchase and maintain Master Insurance Program (Commercial General Liability) insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of those Services.
2. The Contractor will be responsible for and pay any deductible under the insurance policy described in section 1.
3. The Province will insure that the insurer provides the Contractor with a Certificate of Insurance for and a copy of the insurance policy described in section 1.
4. The Province will take reasonable steps to ensure that the insurance coverage described in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing insurance coverage in the event the insurance described in section 1 is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the insurance policy described in section 1 provides insurance coverage for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the Master Insurance Program policy as well as any and all terms and conditions of the policy.

Alternate Commercial General Liability Insurance

6. Notwithstanding the Province's option at the Province's sole discretion to provide the insurance described in section 1, if at any time during the Term the Province does not provide Master Insurance Program insurance, the Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the Term the following insurance with an insurer licensed in Canada in form and amount acceptable to the Province:

November 18, 2011

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.

Additional Insurance

- 7. Whether section 1 or section 6 applies to this Agreement, the Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Automobile Liability on all vehicles owned, leased, operated or licensed by the Contractor that the Contractor uses in providing the Services in an amount not less than \$2,000,000 per occurrence.

General

- 8. All insurance described in sections 6 and 7 must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 9. The Contractor must provide the Province with evidence of all insurance required under sections 6 and 7 as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form;
 - (b) if any required insurance polic(ies) expire before the end of the Term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form; and
 - (c) despite paragraph (a) or (b), if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

November 18, 2011

4.

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

10. The Contractor will provide, maintain and pay for, any additional insurance it is required by law to carry, or that the Contractor, in its sole discretion, considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
-

Please note the following change to the above noted Contract, Schedule A, Part C, s.6.0 Specialized Assessments which has been updated as a result of the revised Schedule D, Insurance (above).

Change from:

(C) The Contractor will ensure that any specialized assessment the Contractor conducts or obtains is performed by a qualified professional and administered objectively with consistent quality, reliability and relevance to the Client's Employment Readiness and Service needs.

Change to:

(C) The Contractor will ensure that any specialized assessment the Contractor conducts or obtains is performed by a qualified and fully insured professional and administered objectively with consistent quality, reliability and relevance to the Client's Employment Readiness and Service needs.

The Parties agree to this change as follows.

SIGNED on behalf of the Province by a duly authorized representative of the Minister of Social Development on the 09 day of Dec 2011, in the presence of:

Donna Milonas)
[witness signature]

DONNA MILONAS)
[witness name]

614 HUMBOLDT STREET)
[witness address]

VICTORIA, BC)

[Signature]
[signature]

Allison Bond
[name]

ADM
[title]

November 18, 2011

Change to EPBC Contract

Contract Name (Catchment Area): Prince George

Contract #: 63

CFMS Contract #: SESC469681200063

[witness address]

SIGNED on behalf of the Contractor by a duly authorized representative on the 9TH day of DECEMBER 2011, in the presence of:

K Colcak)

[witness signature]

KAREN COLAK)

[witness name]

6815 SIMON FRASER AVE)

[witness address]

PRINCE GEORGE BC VANANZI)

[witness address]

[Signature]

[signature]

THOMAS NEWELL

[name]

President

[title]