

Our Ref: 104827

01 August 2017

Ms. Lisa Landry
Director of Finance and Administration
Vancouver School Board
School District # 39
1580 West Broadway Ave
Vancouver BC V6J 5K8

Dear Ms. Landry:

I am pleased to inform you that the Ministry of Advanced Education, Skills and Training (the Ministry) will provide the Program for Institutional Loans of Adaptive Technology (PILAT) administered by Assistive Technology – British Columbia (AT-BC) with a one-time funding contribution of \$79,000 in the 2017/18 fiscal year. These funds will be forwarded to your organization with the next available electronic funds transfer.

PILAT funding, which must be spent prior to March 31, 2018, is intended to improve access to required adaptive technology within public post-secondary institutions for students requiring such adaptations and to support public post-secondary institutions in meeting their duty to accommodate students with disabilities by providing supplementary technology resources.

PILAT will continue the following activities:

- Provide the loan of adaptive technology and equipment to public post-secondary institutions to address situations where there is a need, on an interim or low-utilization basis, or for trial purposes to assess suitability prior to purchase;
- Provide support and training to public post-secondary staff on the usage of adaptive technology and equipment;
- Assist post-secondary institutions with the maintenance and recycling of PILAT-based equipment;
- Facilitate donation of older, serviceable PILAT-based equipment to appropriate recipients (e.g. School Districts, Advocacy organizations, etc.);
- Ensure appropriate waste disposal of discarded PILAT-based equipment;
- Provide institutions with direction on the purchase and assembly of adaptive technology;
- Continue support for Typewell classroom captioning systems, including upgrading of software to current version and provision of adequate laptop computers;

- Provide technical support to the post-secondary Communication Access Services Typewell training program;
- Continue to offer remote and video workshops throughout the province based on need, with sessions offering access to specific technological information, and each institution responsible for gathering the information required to serve students on campus; and
- Research strategies to integrate technology into the classroom in order to provide flexible learning opportunities for students who struggle with learning.

It is expected PILAT will submit a report to the Ministry by June 30, 2018, including an update on activities and outcomes of the program and financial records for the 2017/18 period.

If you do not anticipate expending all PILAT funds by March 31, 2018, please contact the Ministry no later than February 15, 2018, to discuss alternatives such as reallocation to alternate priorities or additional time to implement the planned initiatives.

The Ministry respectfully requests that public announcements related to this funding are jointly formalized with the Ministry. In the event that you wish to announce these funds, please contact Rodney Porter, Communications Director, by phone at (250) 952-6508 or by email at Rodney.Porter@gov.bc.ca, to arrange for an opportunity to jointly publicly announce PILAT funding.

The Ministry looks forward to working with AT-BC over the coming year. Should you have any questions about this funding, please contact Miles Stratholt, Policy Analyst, by e-mail at Miles.Stratholt@gov.bc.ca or by phone at (250) 387-0245.

Thank you for your continued assistance on this project.

Sincerely,

Daryn Martiniuk

(Dick)

Executive Director, Student Services Branch

Ministry of Advanced Education, Skills and Training

pc: Mr. Vince Tomassetti, Manager Assistive Technology – British Columbia

> Mr. Rodney Porter, Communications Director Government Communications and Public Engagement Ministry of Advanced Education, Skills and Training

Mr. Raman Dale, Director Post-Secondary Finance Branch Ministry of Advanced Education, Skills and Training

Mr. Miles Stratholt, Policy Analyst Student Services Branch Ministry of Advanced Education, Skills and Training

AVED.FinancialReporting@gov.bc.ca

PROVINCE OF BRITISH COLUMBIA MINISTRY OF ADVANCED EDUCATION, SKILLS AND TRAINING

TRANSFER UNDER AGREEMENT

THIS AGREE	MENT	Γ dated for r	eferen	ce the	day	of	ma	rch	, <u></u>	_, 20	18_
BETWEEN:											
	HER	MAJESTY	THE	QUEEN	IN	RIGHT	OF	THE	PROVIN	ICE	OF

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Advanced Education, Skills and Training 835 Humboldt Street Victoria, BC V6J 5K8

(the "Province",)

OF THE FIRST PART

AND:

The Board of Education of School District No. 39 (Vancouver) 1580 West Broadway Vancouver, BC V6J 5K8

(the "Board",)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - APPOINTMENT

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

SECTION 2 - DEFINITIONS

- 2.01 In the Agreement and the Schedules to it, unless the context otherwise requires:
 - (a) "@WIS Database" means a program database which contains information on clients who have accessed services through SABC and AT-BC;
 - (b) "Applicant" means a student who has submitted an application form requesting funding for services and equipment through the CSGP-SEPD program;

- (c) "Applicant file" means a record or file on SFAS and @WIS database that contains the following information regarding the applicant:
 - Social Insurance Number
 - First Name
 - Middle Initial, if available
 - Last Name
 - Birthdate, gender
 - Street address, City, Province/State, Postal/Zip code, Country
 - Telephone number, email address
- (d) "Application(s)" means an application from a student for funding for services and equipment that is submitted on the Province's Permanent Disability Programs Application form;
- (e) "Application Record" means a record in the @WIS database that contains the following information:
 - Date received
 - Program year
 - Institution name
 - Disability Coordinator
 - File location
 - Financial eligibility
 - Financial status
 - AT-BC invoice number, if applicable
 - Study period start and end date
 - Medical documentation
- (f) "Application Processing Fee" means the application processing fee described in Schedule "B";
- (g) "Approved Applicant" means an applicant that has been deemed eligible by the Board to receive program funding in accordance to the policies and procedures set out in the Manual;
- (h) "AT-BC" means Assistive Technology BC which is a joint project between the Province and Special Education Technology – British Columbia (SET-BC);
- "AT-BC Advisory Committee" means a committee consisting of representatives from the Province, community, post-secondary institutions, Disability Coordinators and Board representatives;
- "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (k) "CSGP-PD" means Canada Student Grant for Students with Permanent Disabilities;
- (l) "CSGP-SEPD" means Canada Student Grant for Services and Equipment for Students with Permanent Disabilities;
- (m) "Designated School" means a post-secondary institution that has been authorized by British Columbia as eligible for the purposes of the Canada Student Loans Program in respect of some or all of the programs offered by that institution;

- (n) "Detailed Service Summary Report" means a report respecting an approved applicant which contains the following information:
 - reporting period
 - approved applicants name
 - approved applicants social insurance number
 - Approved applicants disability
 - Name of post-secondary institution approved applicant was referred by
 - service category accessed by the approved applicant
 - service date
- (o) "Disability Coordinator" means a representative from a post-secondary institution who has signed an applicant's application supporting the request for funding through the program(s);
- (p) "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 Board or a Subcontractor;
- (q) "Learning Disability Assessment Reimbursement" means reimbursement of 75% of the cost of one psycho-educational assessment (up to a maximum of \$1,200) that identifies a learning disability;
- (r) "Manuals" means the Canada Student Loans Program policy manual and the StudentAid BC policy manual and the Canada Student Loans Program Permanent Disability assessment guidelines;
- (s) "Material" means the Produced Material and the Received Material;
- (t) "Ministry" means the Ministry of Advanced Education;
- (u) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Board or a Subcontractor and includes the Incorporated Material;
- (v) "Program" means the Canada Student Grant for Services and Equipment for Students with Permanent Disabilities, which is a federally funded grant, available to students attending a designated institution and provides a maximum of \$8,000 per program year to eligible students;
- (w) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Board or a Subcontractor from the Province or any other person;
- (x) "Reimbursement Invoices" means invoices submitted by the Board to the Ministry for reimbursement for equipment purchased on behalf of approved applicants. Reimbursement invoices will contain the following information;
 - approved applicants name, social insurance number, address and home telephone number
 - invoice number
 - itemized list of the equipment purchased, including cost
 - invoice total amount
 - institution name
 - Disability Coordinator name
 - study period start and end date

- (y) "Screening Review Committee" means a sub-committee of the AT-BC Advisory Committee with the mandate to establish guidelines for making technology decisions, and review decisions made by Board staff;
- (z) "Service Categories" means;
 - Application processing
 - Technology Assessment and Plan
- (aa) "Service Summary Report" means a report which contains the following information;
 - reporting period
 - service category
 - number of services provided by service category during the reporting period
 - rate of the service category
 - cost of each service category for the applicable reporting period, and
 - total cost of each service category for the program year;
- (bb) "Services" means the services described in Part 2 of Schedule A;
- (cc) "SFAS" means the Student Financial Assistance System;
- (dd) "Sharepoint" means a secure, shared site that is owned and operated by the Ministry and that will allow for the uploading of documents by both the Ministry and the Board. This site enables both parties to share, view and access confidential applicant information;
- (ce) "Subcontractor" means a person retained by the Board to perform obligations under this Agreement
- (ff) "TAP" means Technology Assessment and Plan; and
- (gg) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

SECTION 3 - PAYMENT

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Board in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Board pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Board falls 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 subparagraph (a) of this paragraph.

3.03 The Board must:

- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01. The Board represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Board to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Board under this Agreement.
- 4.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Board are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Board will be an independent contractor and not the servant, employee or agent of the Province:

- 5.03 The Board will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give instructions to the Board in relation to the carrying out of the Services, and the Board will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 - BOARD'S OBLIGATIONS

6.01 The Board will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of paragraph 5.01, carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "D", if attached to this Agreement:
- (f) Unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and
- (g) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests

SECTION 7 - RECORDS

7.01 The Board will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution. Unless otherwise specified in this Agreement, the Board must retain such documents for a period of not less than seven years after this Agreement ends;
- establish and maintain books of account, invoices, réceipts and vouchers for all expenses incurred in form and content satisfactory to the province;
 and
- (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records

(including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.

7.02 The Board will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province, the Board will:
 - (a) provide financial statement(s) for the Board's last fiscal year, prepared by a recognized accounting firm, covering the term of this Agreement; and
 - (b) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Board under this Agreement and not expended at the end of the Term shall be:
 - (a) returned by the Board to the Minister of Finance;
 - (b) retained by the Board as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Board and approved by the Province.

SECTION 9 - REPORTS

- 9.01 Upon the Province's request, the Board will:
 - (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Board under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Board as a result of this Agreement (collectively, the "Material").

SECTION 10 - CONFLICT OF INTEREST

10.01 The Board will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of

the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Board to the Province under this Agreement and the obligations of the Board to such other person, or entity.

SECTION 11 - CONFIDENTIALITY

11.01 The Board will comply with the Privacy Protection Schedule attached as Schedule C.

11.02 The Board 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 D.

SECTION 12 - DEFAULT

- 12.01 Any of the following events will constitute an Event of Default, namely:
 - (a) the Board fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Board in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Board pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Board which, in the opinion of the Province, materially adversely affects the ability of the Board to fulfill its obligations under this Agreement;

SECTION 13 - TERMINATION

- 13.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
 - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 13.03 of this Agreement will discharge the Province of all liability to the Board under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Financial amount that is due to the Board while the Event of Default continues;
 - (d) waive the Event of Default;

- (e) pursue any other remedy available at law or in equity.
- 13.02 The Province may also, at its option, either:
 - (a) terminate this Agreement on 30 days' written notice, or
 - (b) terminate this Agreement immediately if the Province determines that the Board's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 13.03 of this Agreement will discharge the Province of all liability to the Board under this Agreement.

13.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Board that portion of the payment which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 14 - DISPUTE RESOLUTION

14.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

SECTION 15 - INSURANCE AND INDEMNITY

- 15.01 During the Term of this Agreement, the Board will provide, maintain and pay for insurance as specified in Schedule "C", if any, which may be amended from time to time at the sole discretion of the Province.
- 15.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Board will comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 15.03 The Board will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Board, or of any agent, employee, officer, director or sub-contractor of the Board pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 16 - ASSIGNMENT AND SUB-CONTRACTING

16.01 The Board will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Board under this Agreement; or
- (b) sub-contract any obligation of the Board under this Agreement.
- 16.02 No sub-contract entered into by the Board will relieve the Board from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 16.03 This Agreement will be binding upon the Province and its assigns and the Board, the Board's successors and permitted assigns.

SECTION 17 - OWNERSHIP AND COPYRIGHT

- 17.01 Copyright in the Material will be the exclusive property of the Province and, at the request of the Province, the Board will provide documents confirming the vesting of copyright in the Province.
- 17.02 The Board acknowledges and agrees that the Province exclusively owns:
 - (a) all documents received by the Board from the Province as a result of this Agreement, including findings, software, data, specifications, drawings, reports, and documents, and
 - (b) any property that is provided by the Province to the Board for the purposes of this Agreement, unless the Province has indicated in writing that the property provided is to be owned by the Board.

(the documents and property referred to in subparagraphs (a) and (b) collectively referred to as the "Province's Property").

- 17.03 The Board will deliver the Material and the Province's Property forthwith following the expiration or sooner termination of this Agreement; provided that the Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Board requesting delivery by the Board to the Province of any or all of the Material and Province's Property, in which event the Board will forthwith comply with that request.
- 17.04 If the Board is a person, or a sole proprietorship, the Board warrants that the Board is the only person who has or will have moral rights in the Material and the Board hereby waives in favour of the Province all of the Board's moral rights, as provided for in the law of copyright, in the Material produced by the Board, and upon that Material coming into existence, the Board agrees to execute documents provided by the Province acknowledging the waiver of the Board's moral rights in such Material.
- 17.05 If the Board is a corporation, professional association or joint venture, the Board will cause any of its employees, sub-contractors, partners, or members as the case

may be, who have moral rights in the Material to execute a waiver of moral rights on any form of waiver provided by the Province, and to forward the waiver to the Province.

SECTION 18 - OTHER FUNDING

18.01 If the Board receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Board will immediately provide the Province with full and complete details thereof.

SECTION 19 - NOTICES

19.01 Any written communication from the Board to the Province must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Stuart Timewell, named the Contract Manager Ministry of Advanced Education, Skills and Training PO Box 9173 Stn Prov Govt Victoria, BC V8W 9H7 Phone: (778) 698-2151 Fax: (250) 356-9455

19.02 Any written communication from the Province to the Board must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Vince Tomassetti, named the Program Manager for Assistive Technology BC The Board of Education of School District No. 39 (Vancouver)

1580 West Broadway Vancouver, BC V6J 5K8 Phone: (604) 269-2203 Fax: (604) 263-2267

- 19.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 19.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 20 - NON-WAIVER

20.01 No term or condition of this Agreement and no breach by the Board of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Board.

20.02 The written waiver by the Province or any breach by the Board of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 21 - ENTIRE AGREEMENT

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

SECTION 22 - SURVIVAL OF PROVISIONS

22.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 16.01 to 16.05, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 23 - MISCELLANEOUS

- 23.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 23.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 23.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 23.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 23.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Board is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 23.06. Where the Board is a corporation, the Board warrants that the signatory has been duly authorized by the Board to execute this Agreement without corporate seal on behalf of the Board.

- 23.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 23.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 23.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 23.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

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

| Signed And Delivered on behalf of the Province by an Authorized Representative of the Province.

| Authorized Representative of the Province of the Provinc

SCHEDULE "A"

Services

PURPOSE

The Program was initiated by the Federal Government of Canada and is administered by the Province. The Program is aimed at providing assessments of adaptive technology and services for students with permanent disabilities. Students must be enrolled in a Designated School, be deemed to be in financial need, fit within the eligibility criteria, and have an unresolved educational barrier resulting from a documented and recognized disability.

The purpose of this Agreement is to use the knowledge, skills and expertise of the Board to review Program Applications to ensure they meet the Program criteria, and determine the type of assistive technology resources required by students for their specific disability. Effective April 1, 2018 the Board will provide services to all Approved Applicants attending a Designated School.

TERM

Notwithstanding the actual date of execution of the Agreement, the term of the Agreement commences on April 1, 2018 and ends on March 31, 2019, with an option to extend the contract for up to two additional one year terms subject to funding availability and satisfactory contactor performance.

PROGRAM SERVICES

Application Processing

- The Board will review all Applications that are submitted with supporting medical documentation within two weeks of their receipt.
- The Board will review other Applications as requested by the Province.
- When reviewing Applications, the Board will:
 - (a) assess Program eligibility, in accordance with the Policy Manual(s);
 - (b) review Learning Disability Assessments that are prepared for Applicants by registered or certified school psychologists from British Columbia public and private post-secondary institutions or from institutions outside of British Columbia, to ensure assessments meet Ministry policies and guidelines for funding under the Program;
 - document the results of its review of each application and notify Applicants of the result of its review in writing;

- (d) send a notification in writing to Applicants advising them of any information that is missing from an Application;
- (e) request verification of enrollment in a Designated School from Disability Coordinators at the relevant Designated School, or from Approved Applicants when technical services are requested in subsequent semesters; and
- (f) review medical documentation as requested by the Province and provide a summary of each review.

Technology Resources

- 4. The Board will, within two weeks of completing the review process outlined in section 3 of this Schedule, review requests from Approved Applicants for Technology Resource support and will:
 - (a) develop a TAP for Approved Applicants by providing a technical aids review or technology consultation with the Approved Applicant and other appropriate post-secondary staff to assess the Approved Applicant's need for technology resources;
 - (b) screen the TAP to ensure it meets Program guidelines and refer unusual requests to the Screening Review Committee or to the Province for a decision;
 - (c) send a notification in writing to Approved Applicants indicating approval or denial of the request, or whether any information is still required;
 - (d) notify the Approved Applicant in writing when the equipment is shipped, listing the approved assistive technology that has been purchased by the Board for the Approved Applicant; include a copy of the invoice;
 - (e) research appropriate technology solutions for specific situations relating to the need of Approved Applicants and ensure that the approved cost of equipment does not exceed the Program equipment cost maximums, unless approved by the Province prior to ordering the equipment; and
 - (f) enter TAP results in the @WIS database.

Equipment Configuration/Shipping

- 5. The Board will arrange for an Approved Applicant's equipment to be configured and shipped within two weeks of the TAP, with the exception of any special orders which may require additional time. For the purposes of this section, configuration and shipping of equipment includes the following:
 - (a) configuration of the equipment according to the TAP, performing quality control check on equipment, and preparing the equipment for delivery;
 - (b) maintaining records of all ordered equipment purchased for Approved Applicants; and

(c) arranging for shipping of any equipment to be returned or donated to the Board by the Approved Applicant.

Training

- 6. The Board will offer training for Approved Applicants, if necessary, on assistive hardware and software technology within two weeks of issuing equipment.
- The Board will:
 - (a) provide training on assistive hardware/software; and
 - (b) record training details in the @WIS database.
- 8. The Board will contact Approved Applicants within the study period or Program Year to:
 - (a) determine if the equipment provided meets the Approved Applicant's needs;
 - (b) determine if more technology consultation is required;
 - (c) identify the impact of the technology in reducing the educational barriers for the Approved Applicant; and
 - (d) Record details of its findings regarding (a) (b) and (c) above in the @WIS database.
- 9. The Board will provide troubleshooting, upgrading and repair services to Approved Applicants within two weeks of receiving such requests in the current Program Year or study period. These services will include:
 - (a) determining the nature of the technical problem and assessing if the problem can be resolved by walking Approved Applicant through steps required to correct problem, or if the equipment needs to be returned to the Board for repair;
 - (b) providing contact information for any warranties on equipment issued to the Approved Applicant;
 - arranging for the return of the equipment to the Board for repair and upgrading, including system updates, software patches, and system cleaning as necessary;
 - (d) performing warranty repair or facilitating warranty repair by the vendor or manufacturer;
 - (e) testing all hardware and software to ensure all is working as required;
 - (f) ensuring repairs for lost, damaged or stolen equipment meet the CSG guidelines; and
 - recording details of troubleshooting, repair and upgrades in the @WIS database.

Reporting

- 10. The Board will:
 - (a) provide the Province with a Service Summary Report on a monthly basis;
 and
 - (b) on or before March 31st provide the Province with an annual report which includes program statistics indicating the number of applications processed, the number of students accessing services, and a breakdown of the type of adaptive technology (hardware and software) utilized. The annual report will also provide information on the progress the Board has made on its mandate to reduce barriers to education for students with permanent disabilities through the application of adaptive technology.

Administrative Requirements

- 11. The Board will:
 - (a) acquire and maintain the computer software, hardware and technical support required for access by the Board and by SFAS staff to the @WIS database:
 - (b) for all Board staff requiring access to the SFAS, complete and submit in a form satisfactory to the Province, an Authorization Form and agreement to the Terms and Conditions for use of computer data;
 - (c) ensure all staff accessing the SFAS adheres to the Terms and Conditions for Use of Computer Data;
 - (d) notify the Province of any additional, changed or deleted User IDs using the Authorization Form; and
 - (e) ensure User IDs are used only by the individuals to whom they are assigned are not given to or shared with other individuals.
- 12. The Board will provide designated Provincial employees with access to the @WIS database upon completion and submission, by those employees, of the @WIS database User Authorization and Conditions of Use form.
- The Board will submit accurate Reimbursement Invoices to the Province on a weekly basis.
- 14. The Board will schedule and conduct meetings of the AT-BC Advisory Committee and the Screening Review Committee to provide guidance on issues and decisions.
- 15. The Board agrees that no information acquired through the performance of the Services will be used directly or indirectly, by the Board, employees, partners, directors, agents, volunteers or sub-contractor to gain advantage in any other

- project or undertaking irrespective of the topic, scale or scope of such projects or undertakings
- 16. The Board will maintain templates for approval, denial, or missing information letters for the applicants and update these templates, as directed by the Province.

CSGP-SEPD Loan Bank Services

- 17. The Board will maintain a loan bank of assistive technology and equipment.
- 18. The Board may loan equipment and technology from the loan bank to CSGP-SEPD eligible students when it is determined that the student:
 - does not have a successful post-secondary educational track record;
 - (b) wishes to assess equipment as part of the decision making process;
 - (c) is in the last semester of academic studies and requires assistive technology to complete studies; or
 - (d) requires additional equipment for school related work placements such as coop programs, practicums or work experience.

The CSG-PD Loan Bank Infrastructure payments will cover the costs associated with equipment upgrades, orders for new inventory, shipping costs, repair or replacement, refurbishing a returned system for a future user, warehouse rent, and administration of this program. This annual cost is part of the base budget and not part of the fee for service billing.

@WIS Database Support and Maintenance

- The Board will support, maintain and update the @WIS Database in consultation with the Province.
- 20. The Board will:
 - (a) provide technical support and training for SABC @WIS users;
 - (b) meet with the Province as needed to determine modification requirements to @WIS and to determine training requirements for employees of the Province;
 - (c) conduct system and workflow analysis when designing requested modifications to the @WIS database;
 - (d) program requested modifications to the @WIS database;
 - (e) administer and maintain the @WIS network;
 - (f) Upgrade hardware and software for server and network equipment;
 - (g) monitor daily data uploads to SFAS; and

- (h) provide proof of upgrades with a breakdown of costs.
- 21. The Board will give modification requests identified by the Province as mission-critical a high <u>priority</u>, and will resolve all such requests. The analysis, design, and implementation cycle will commence at the earliest opportunity for those high priority requests. Requests designated as lower priority will commence at a time agreed upon by the Province and the Board.
- 22. The Board will respond to requests for database changes in a timely manner, depending on the nature of the change and the complexity of the request. The Board will provide time estimates for requests received from Province.
- 23. The Board will ensure that SABC staff will have the opportunity to confirm requested changes and will provide proof that changes have been made as instructed.

Quality Assurance

24. The Board acknowledges that the Province may gather customer satisfaction input.

SCHEDULE "B"

MAXIMUM PAYMENT

 Despite anything in this Schedule, the maximum total amount payable under this Agreement for all of the Services is as follows:

TIME PERIOD	MAXIMUM AMOUNT
April 1 st 2018 – March 31 st ,	\$1,800,000
2019	

Canada Study Grant for Students with Permanent Disabilities (CSG-PD) Adaptive Technology Services

Fees will be paid at the following rates, based on satisfactory completion of the Service Category:

Service Categories	Flat Rate
Application Processing	\$200.00 per application
Technology Resources	\$1400 per application

- 3. In order to obtain payment for any fees under this Agreement, the Board will submit an invoice and Service Summary Report to the Province on a monthly basis, starting no sooner than May 1, 2018, showing the calculation of all fees claimed for the billing period which the invoice applies.
- 4. Final payment will be made by the Province only upon receipt and approval of all Services and the Service Summary Report.

CSG-PD Loan Bank Services

 The Province will pay the Board the following amounts for the CSG-PD Loan Bank Services:

Within 60 days of the execution of the Agreement \$60,000.00

6. The Board will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the payment made pursuant to section 5 of this Schedule.

@WIS Database Support and Maintenance

7. The Province will pay the Board the following amounts for @WIS Database Support and Maintenance as follows:

Within 60 days of the execution of this Agreement

\$50,000.00

- 8. The Board will submit to the Province, upon completion of the Services specified in Schedule "A", a full accounting of the receipt and expenditure of the payment made pursuant to section 7 of this Schedule.
- 9. In accordance with section 3.03 of the Agreement, any refunds or remissions obtained by the Board must be applied to the provision of the Services set out in Schedule "A" or performance of any other obligation of the Board under this Agreement in respect of those services.

Schedule C - Privacy Protection Schedule

Definitions

- 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);
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Board as a result of the Agreement or any previous agreement between the Province and the Board 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 the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Board is aware of and complies with the Board's 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 Board may only collect or create personal information that is necessary for the performance of the Board's obligations, or the exercise of the Board's rights, under the Agreement.
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Board 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 Board must tell an individual from whom the Board 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 Board's collection of personal information.

Accuracy of personal information

6. The Board must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Board 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 Board receives a request for access to personal information from a person other than the Province, the Board must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Board to provide such access and, if the Province has advised the Board of the name or title and contact information of an official of the Province to whom such requests are to be made, the Board 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 Board must correct or annotate the information in accordance with the direction.
- 9. When issuing a written direction under section 8, the Province must advise the Board of the date the correction request to which the direction relates was received by the Province in order that the Board may comply with section 10.
- 10. Within 5 business days of correcting or annotating any personal information under section 8, the Board 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 Board disclosed the information being corrected or annotated.
- 11. If the Board receives a request for correction of personal information from a person other than the Province, the Board must promptly advise the person to make the request to the Province and, if the Province has advised the Board of the name or title and contact information of an official of the Province to whom such requests are to be made, the Board 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 Board 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

 Unless the Province otherwise directs in writing, the Board 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 Board 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 Board may only use personal information if that use is for the performance of the Board's obligations, or the exercise of the Board's rights, under the Agreement.

Disclosure of personal information

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

Notice of foreign demands for disclosure

- 18. In addition to any obligation the Board may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Board, the Board:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Board 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 Board 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 Board may have to provide the notification contemplated by section 30.5 of the Act, if the Board knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Board, the Board 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 Board, enter on the Board's premises to inspect any personal information in the possession of the Board or any of the Board's information management policies or practices relevant to the Board's management of personal information or the Board's compliance with this Schedule, and the Board must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

- 21. The Board must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Board 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 Board 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 Board does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Board 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 Board, terminate the Agreement by giving written notice of such termination to the Board, upon any failure of the Board 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 "Board" in this Schedule includes any subBoard or agent retained by the Board to perform obligations under the Agreement and the Board must ensure that any such subBoards and agents comply with this Schedule.
- The obligations of the Board 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.
- The Board must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
- Nothing in this Schedule requires the Board to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Privacy Training

- 31. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
- 32. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

The training course can be found by clicking this link (which may also be included as a URL in the contract) https://order.openschool.bc.ca/Product/Detail/ps-7540006302.

Schedule D - Security Schedule

Definitions

- 1. In this Schedule,
 - "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Board to provide the Services;
 - (b) "Facilities" means any facilities at which the Board provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Board (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the Interpretation Act;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the Freedom of Information and Protection of Privacy Act, 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 Board and, for greater certainty, may include
 - (i) the Board or a subBoard if an individual, or
 - (ii) an employee or volunteer of the Board or of a subBoard.

Schedule contains additional obligations

2. The obligations of the Board 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 Board in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

The Board must not permit a Services Worker who is an employee or volunteer of the Board to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Board to keep Sensitive Information confidential on substantially similar terms as those that apply to the Board under the Agreement.

Services Worker security screening

4. The Board may only permit a Services Worker who is an employee or a volunteer of the Board 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 Board may consider appropriate, the Board is satisfied that the Services Worker does not constitute an unreasonable security risk. The

Board must create, obtain and retain Records documenting the Board'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 Board 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 Board must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Board required by the Board 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 Board
 - (i) being used by the Board 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 Board any Facilities or Equipment of the Province for the use of the Board in providing the Services, the Board 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

- The Board 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 Board must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Board; 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 Board; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Board 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 Board 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 Board to comply with this Schedule or the Agreement), the Board must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Board 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 Board 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 Board must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Board to do so.

Retention of Records

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

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Board must store any Records in the Board'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 Board, enter on the Board's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Board containing Information; or
 - (b) any of the Board'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 Board's compliance with this Schedule

and the Board 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 Board, terminate the Agreement by giving written notice of such termination to the Board, upon any failure of the Board 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 "Board" in this Schedule includes any subBoard retained by the Board to perform obligations under the Agreement and the Board must ensure that any such subBoards 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 Board

the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

24. The obligations of the Board 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 Board determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Board 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 Board 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: B.C. driver's licence or learner's licence (must have photo) B.C. Identification (BCID) card Issued by provincial or territorial government: Canadian birth certificate Issued by Government of Canada: Canadian Citizenship Card Permanent Resident Card Canadian Record of Landing/Canadian Immigration Identification Record	 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 Board 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

The Board 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 Board must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Board requesting that a Services Worker provide employment references and the Board contacting those references. If a Services Worker has no relevant employment history, the Board 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 Board must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Board 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 Board it wishes to do so.